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ABSTRACT

As an appendix to "Evaluation of White Shield School, Roseglen, North Dakota. Part A", August 1974, this document substantiated findings of an evaluation team. A brief on-site visitation report stated that students wanted more flexible course requirements and firmer student discipline; teachers wanted more authority clarification on discipline (Bureau of Indian Affairs or school district); parents wanted a school program evaluation, relative to Indian student dropout and failure; and school board members wanted wider offerings in extra curricular activities and special courses that would relate positively to the Indian segment of the student population. Findings substantiated the emphasis given in this study to Indian student failure, dropout causes, and alienation, justifying the initial Indian parent concern. Included are blank questionnaires for determining the extent of school community relations, parents' rights, and information about school board meetings; copies of comparative contracts and budgets; letters; minutes (a meeting on school consolidation); individual parent reports; student disciplinary rules; memorandums; etc. (JC)

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RESEARCH AND EVALUATION REPORT SERIES NO. 30-B

EVALUATION

OF

WHITE SHIELD SCHOOL

ROSEGLEN, NORTH DAKOTA

PART B: APPENDIX

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DIVISION OF EVALUATION, RESEARCH, AND DEVELOPMENT

ALBUQUERQUE, NEW MEXICO 87103

AUGUST 1974

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APPENDIX A

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Community Relations

Whiteshield School

1. What are the boundaries of the school district?

2. Define the "local community."
   a. School
   b. Neighborhood

3. What is the density of the population?
   a. How many towns in the district?
   b. How far apart are the towns?
   c. How many people live in them?

4. What are the population trends?
   a. Does the area have a stable population?
   b. Or high mobility?
   c. Age of population:
      60 - 70
      50 - 60
      40 - 50
      30 - 40
      20 - 30
      15 - 20
      10 - 15
       5 - 10
       0 - 5
   d. Total population:
   e. Birth rate:
   f. Divorce rate:
   g. One parent families:
   h. Number per family

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4. Ethnic groupings:

   (1) Tribe

   (2) Non-tribal

5. What are the major occupations of the people in the locale?

   a. Tribal

   b. Non-tribal

6. What is the unemployment rate or trend?

   a. Compared with the rest of the state?

   b. Compared with the rest of the nation?

   c. Average annual income.

7. Condition or age of housing?

8. Has data been collected relating to special factors in your locale to justify spending Federal, State or local funds?

9. Are there any significant trends in the school system in

   a. enrollment,

   b. transfer

   c. dropout

   d. suspensions

   e. dismicsals

   f. attendance

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10. Is there a program plan provided for parent involvement?

11. What methods are used in getting parents to assume and maintain a particular role in the school program?

12. What are your objectives for your parent involvement programs?

13. What role, if any, did parents have in the school program?

    a. leader of a discussion-activity groups.

    b. field trips or camps

    c. resource person for career education

    d. (other)

14. Were meetings held with parents?

    a. Why, what were the purposes of the meetings?

    b. How often?

    c. Length of meetings.

    d. Who attended and what did they do?

    e. What materials were provided?

    f. Were special techniques used to make sure that meetings were well attended?

    g. Have meetings yielded any concrete, tangible results?

    h. Relationship of board to Principal, community?

15. What role, if any, did various community groups have in the school program?

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a. Advisory boards:

b. How did they participate?

c. Selection procedures

d. Duties

16. How is the community kept informed?

17. If problems with parents or the community affected the program, what steps, if any, were taken to remedy the situation?

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Parents Rights

1. Is an outline of the curriculum requirements for the school year provided to parents at the beginning of the school year?

   How long after the beginning of school?

2. What does it include:

   a. list of books

   b. homework regulations

   c. standards for promotion and acceleration

   d. disciplinary policies and procedures

   e. behavior standards

   f. grounds for suspension

3. Are parents informed how they may appeal any item of concern?

4. Is there a grievance procedure available to parents?

5. Are parents informed and aware of all special school programs and services? What does each program or service suppose to do for the child? How?

6. How are students placed in special programs or receive services?

   a. Who are these students?

7. If a student is rejected from participating in special programs or from receiving services, are parents notified?

   a. How

   b. Can the decision be appealed?

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8. How often are parent teacher conferences scheduled?

   a. How long are they?

   b. Special problems?

   c. Who attends

9. Are there teacher home visits?

10. What information is available to parents?

   a. full cumulative record card

   b. folder

   c. Do parents have the right to challenge any information contained in the record?

   d. Do parents have the right to attach their own comments to the cumulative record folder?

   e. What accompanies a student when there is a transfer or a promotion?

11. What procedure is followed to inform a parent when their child is not doing satisfactory work?

   a. During school year?

   b. At the end of the year?

   c. What is done with a student who has been identified as doing unsatisfactory work?

12. Are students socially promoted?

   a. Are parents notified?

   b. Do parents have the right to appeal?

13. What is the procedure for students who will be retained in a grade?

   a. Notification

   b. Appeal

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14. What is the procedure when a child is considered "disruptive" or in the slightest danger of being suspended?

15. Are parents given any opportunity to request a transfer if their child does not want to be in a particular classroom?

16. If a parent wants to send their child(ren) to a school outside the district, what is the procedure?

17. How does the school assure the parents they will receive important information?

    a. Without attending meetings

18. Can parents visit the school and classes whenever they wish, as long as they don't interfere with school operations?

19. Are parents encouraged and invited to "participate" in the recruiting and interviewing process of school personnel?

20. Are parents routinely invited to participate in staff evaluation?

21. Are parents asked to submit their own estimate or rating of teacher's performance at those times of the year when such evaluations are being prepared?

22. Do parents have the right to initiate grievance procedures against a staff member.

23. Do parents have the right to demand an immediate suspension of any staff member charged with striking a child?

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24. Are parents given, in writing;

    a. names, addresses, phone numbers of PTA officers

    b. School phone number and emergency number,

    c. Names, addresses, phone numbers, of school board members.

25. Are parents given ample notice about important meetings where decisions and policies which will affect them and their children will take place?

26. Is information available to parents about;

    a. description of co urses

    b. pupil-achievement data

    c. budget information about

    d. Staff salaries

    e. Board circulars

    d. reports--minutes

    h. Agendas

27. Are job opportunities, and other opportunities made available to all parents?

28. What are the election procedures whenever there is an election or other issue requiring a parent vote?

29. Are the school facilities available for community use?

30. Are you in favor of an all Indian board who would serve the White Shield School jointly with the present school board?

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1. How often do they meet?

   Satisfactory Yes ____ No ____

   Improvements

   Have you attended a school board meeting?

2. Where do they meet?

   When?

3. Are agendas public?

   Who controls

   Is voting always public?

4. Are minutes always available?

5. How are meetings important?

6. What are the purposes of the meetings?

7. What gives the Board its power to exist?

8. What standards and regulations does the Board adhere to while functioning as a Board?

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9. Does the board adopt rules, regulations, and policies to govern the operation of the school board and school system?

   Are they printed?

10. Do students/parents attend board meetings?

    How many?

    How often?

11. Are executive or closed sessions called?

    How often?

    Purpose(s)

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Bulletin 62-1

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SECTION I

Inasmuch as the exercise of rights is not unrestricted, each school has the obligation to set forth rules and regulations which provide fair notice of what behavior is expected, what is forbidden, and the possible sanction for the infraction of a particular rule, or rules, wherein the infraction is of a serious nature. Such rules must be clear and precise and have a fair and reasonable basis.

In disciplinary proceedings the school rules and regulations provide the basis for charges against a student, except in those cases where misconduct is of an unusual nature and, therefore, not normally expected to be covered by school rules. Upon the infraction of school rules, or where the misconduct is not covered by the rules but is of such a severe nature that the student or students could not reasonably have supposed that such conduct would be condoned, and there each conduct may result in suspension or expulsion, the school administrator shall:

A. Within 24 hours:

(1) Notify the student orally and in writing of the specific charges against him, the rule or rules he is alleged to have violated, and of his right to due process. Accordingly, the notice shall advise the student that, if so desired, a hearing will be held within 15 days from the date of the alleged violation; and that he (student) may select or have an advisor appointed to assist him in his defense. A copy of such notification, with appropriate cover letter, shall be mailed to the student's parents or guardian if the student is of a minor age; and, a copy, in all instances, shall be mailed to the Area Director.

(2) Arrange for the student who is of a minor age and enrolled in a residential program to discuss the matter with his parents or guardian via telephone where possible.

(3) Inform the Area Director, by telephone, of the charges which have been brought against the student or students for alleged misconduct, the possible sanction, and other preliminary information which may be necessary. (If an alleged infraction of

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rules occurs after regular hours of the last business day of the week, or at other times when it is impossible to comply with the 24 hour provision of this section [because of the official closing of the Area Office], such notification to the Area shall be made at the beginning of the next regular business day.

B. Within 72 hours:

(1) Inform the parents or guardian of students who are of a minor age, of the student's alleged misconduct, the action being taken, and the possible sanction which may result. Such notification shall be by letter.

(2) Provide the Area Director and Director of Education Programs with a full written report of details surrounding the incident, including the specific charges against the student, the rules he is alleged to have violated, and the possible sanction for such violation. All notifications, letters, memoranda, etc., relating to the case shall be attached as a part of the written report.

SECTION II

The Area Director shall proceed immediately to:

A. Arrange a reasonable time, date, and site for a hearing of said charges before an impartial and qualified hearing panel.

B. Appoint an advisor for the student, unless the student has exercised his prerogative to select such advisor.

C. Appoint a five-member hearing panel, to be composed of representation from at least five of the following organizations: Advisory School Boards, Tribal Councils, Area Education Office, Central Education Office, student body, school staff, local tribal organizations, local social service and counselling agencies, and local law enforcement officials.

D. Inform the school administrator and the Director of Education Programs by memorandum of:

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(1) The time, place, and cite for hearing.

(2) Names of advisor for student and the hearing panel.

E. Conduct hearing and provide to the panel any instructions required for hearing.

F. The hearing panel shall, upon completion of hearing, enter into a final decision based upon evidence presented.

G. The hearing panel shall prepare and submit a detailed report of the hearing to the Area Director and Director of Education Programs.

SECTION III

When the student's continued presence in the school or on the campus poses a threat to the health, safety, or well-being of other students, staff members, or school property; or, to the continuation of the educational process, the School administrator may, subject to the following conditions, impose an interim suspension which shall become effective immediately.

A. The interim suspension shall be imposed after a conference is held and the decision to suspend is ratified by a majority vote, excluding the student charged, of those attending the conference. The conference committee shall consist of the administrator, the heads of the academic and guidance departments and the president of the student council or his designee who shall be a member of the council. The student charged shall attend the conference unless exceptional circumstances prevent his attendance. The conferees may proceed in the absence of the student in such cases. The administrator shall present the reasons why the suspension must be invoked and request a vote.

The foregoing procedure shall be followed UNLESS it is demonstrably impossible or unreasonably difficult to accord such a conference. The administrator may then act on his own authority.

B. In the absence of a conference, the student shall be given a written statement within 24 hours explaining why the conference was not accorded, and notifying him of his right to a hearing on the charges against him.

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C. Proper notifications and arrangements shall be made in accordance with Sections I and II of this procedure, except, that where an interim suspension has been imposed, a hearing shall be held within five school days from the date of the alleged violation.

SECTION IV

RIGHT OF APPEAL. Each student shall be afforded rights of appeal as follows:

(1) A decision of a hearing panel is advisory only. Only the administrator of a school may suspend or expel a student, and that authority may not be delegated to a hearing panel. Accordingly, the administrator of a school may exercise his discretion in suspending or expelling a student against when an adverse decision has been reached by a hearing panel.

(2) The student shall have the right to file an objection with the administrator from a panel's adverse decision. Such an appeal must be filed within 3 days or the date of the panel's decision and the administrator shall take no action on a panel's adverse decision until the 3 day period has expired.

(3) Upon adverse action by the administrator, the student shall be advised in writing of the appeal provisions of 25 CFR, Part 2, and of his right to avail himself of the appeal procedures set out therein.

(4) Upon the filing of an appeal, the student may request that the expulsion action be suspended until the disposition of the appeal pursuant to 25 CFR, Section 2.10 (b).

Commissioner

This bulletin supersedes the February 1, 1972 memorandum: Interim Procedures for Student Expulsions.

BULLETIN EXPIRES May 31, 1974

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DISCIPLINARY POLICY

To the Students of the White Shield School:

When two or more people are brought together, whether in work or play, an individual will discover that the presence of others imposes some limitation upon his own activities. In order to promote harmonious relations among the people involved, it therefore becomes necessary to have some rules and policies. These rules and policies will differ with the nature and intent of the activity; thus a basketball game would operate by a different set of rules than would a classroom, and a supermarket would differ in operation from a school. We feel that the students are entitled to and that the parents have the right to expect that the school atmosphere will be morally uplifting and educationally stimulating. We feel that the students should be able to enjoy a school environment that allows security from physical harm or mental abuse, and one that contributes to their emotional health and vitality.

We submit therefore the following behavior guidelines that we hope will facilitate physical security, educational growth and emotional well being. We hope that you will see these guidelines as something that may promote your own educational objectives and that you will cooperate in making them a part of your school.

The below listed are considered serious violations of behavior requirements

1. Physical abuse of persons or property

2. Profane, insinuative language or gestures

3. Defiance of authority.

Defiance of authority is being defined as the refusal on the part of a student to comply with any reasonable request on the part of a school employee. In the classroom a reasonable request would be one that facilitates instruction or normal classroom procedure in some way. Example: asking a student to sit down, be quiet, leave quietly etc. On the buses, a reasonable request would be one that facilitates passenger safety, or good driving environment. Whatever the request, it would be assumed that the request was both possible and desirable in terms of the circumstances at that time.

4. Smoking, using intoxicants or hallucinatory drugs on the school grounds, or at school related activities off campus.

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Students whose behavior can be described by any of items 1-4 may be eligible for immediate suspension. The following procedure will be followed:

1. At the discretion of the teacher, the student will be referred to the office.
2. The facts of the incident will be determined.
3. A letter will be sent home to the student's parent or guardian, describing the reason for being referred to the office.
4. The policy as related to the incident will be fully explained to the student.
5. The incident will be recorded.
6. Where circumstances warrant, the student will be immediately suspended and taken home, and a letter will be hand delivered to the parent. (This would be the most likely consequence where profanity and verbal abuse is directed toward a school employee, or where the use of drugs and intoxicants is involved.

6. Where immediate suspension is not the consequence, the student will be returned to class after he has agreed that there will not be a repetition of this type of misbehavior.

APPENDIX B

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
Aberdeen, South Dakota

JAN 1 1 1955

Memorandum to Branch of Budget and Finance

From: Branch of Property and Supply

Subject: Distribution of Contract

Transmitted herewith for the record file is the following original contract:

CONTRACT NO.	NAME AND ADDRESS OF CONTRACTOR	AMOUNT	FOR
14-20-100-1517	Zeigler School District No. 85 McLean County, North Dakota		Operation of Eastern Segment School, Emmet, North Dakota, Fort Berthold Agency

Note: Finance files show this was canceled and sent to the [illegible] per M. Jones, PP&P, - 5-17-60 DE-7

(SGD) EUGENE W. SMITH

Area Property Officer

With CC of contract to

Property and Supply
Voucher Section
Contractor
Agency
Branch Education AAO
Other

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COOPERATIVE SCHOOL AGREEMENT

Agreement No. _____

THIS AGREEMENT entered into this __1__ day of _____, 19__54__, by and between the _____ Indian Agency, hereinafter to be known as the "Agency," and School District _____, _____ (County) _____ (State), hereinafter to be known as the "District."

IT IS AGREED AS FOLLOWS, TO WIT:

1. The Agency and the District shall jointly and cooperatively operate a school at _____, in the state of _____, to be known as the _____ School.

2. The Agency Superintendent and the Principal of the _____ School, representing the Agency, and the school board representing the District shall meet at _____ o'clock on the first _____ (Day of Week) of _____ (Month) of each year to adopt plans for the operation of the _____ School during the ensuing year. Such matters as personnel, curriculum, budget, enrollment and general policies to govern the process of cooperation shall be considered.

3. Each party to this agreement shall contribute financially to the cost of operating the school to the full extent of its ability.

The Agency shall make every effort to obtain from the Office of Indian Affairs the maximum allocation of Federal funds and all funds so obtained shall be used according to and in furtherance of the plans adopted by the Agency and the District at the annual meeting.

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The District shall make the minimum tax levy required to obtain the maximum amount of State aid and it shall take every precaution to make sure that advantage has been taken of every opportunity to obtain funds from any and all sources. The District shall expend all current receipts and in connection with the operation of the school provided, however, that plans shall be made to close each year with a cash balance equal to approximately 25 per cent of the expenditures during the year. The District shall expend its funds directly by employing teachers and other personnel and buying supplies as agreed in the plans made at the annual meeting. The District shall charge tuition for pupils who are non-residents of the District in amounts determined by provisions of law and customs in the state of North Dakota.

4. There shall be no distinction made between Indians and non-Indians in provisions for schooling, transportation, school lunches, physical examinations or any other matter pertaining to life and work in the Eastern Sequent School.

5. No distinction shall be made between employees of the District and employees of the Agency in the assignment of duties, assignment and charges for quarters, arrangements for board, salaries or any other matter pertaining to employment in the [illegible] School.

Provisions of Executive Order No. 9346 prohibiting discrimination against any employee or applicant for employment because of race,

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color, creed or national origin shall be complied with by the Agency and District.

6. Both the Agency and the District will exercise ordinary precautions to insure the safety and well-being of all children enrolled in the _____School but neither shall be held, financially or otherwise, liable for any injuries, accidental or otherwise, or for any illness occurring while attending the School except as may be provided by law.

7. This agreement shall remain in force as it now is, unless and until it is changed, altered, modified, amended or abrogated in whole or in part by mutual agreements of the parties hereto.

8. In accordance with Section 3737 of the Revised Statutes (Section 15, Title 41, U. S. Code) no contract made pursuant to this agreement or any interest therein shall be transferred. Any violation of this provision shall automatically terminate all obligations on the part of the United States Government thereunder.

9. No member of, or Delegate to, Congress, resident commissioner, officer, agent or other employee of the Government shall be admitted to any share or part in any contract made hereunder or derive any pecuniary benefit therefrom, but this restriction shall not be construed to extend to any such contract made with a corporation or company for its general benefit.

10. It is expressly agreed and stipulated by and between the parties of this agreement that it is made subject to the approval of the

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Director of Indian Affairs as to the Agency and by the State Superintendent of Public Instruction for _____ as to the (State)
District.

APPROVED _____
Area [illegible] Director,
U. S. Indian Affairs

Date _____

_____
(Agency)

BY _____
(Superintendent)

APPROVED _____
Superintendent of
Public Instruction

Date _____

_____ School District No. _____

_____ County, State of

_____.

BY _____
(Chairman of the Board)

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APPENDIX C

IN REPLY REFER TO:

Education

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

Fort Berthold Agency
New Town, North Dakota
January 19, 1956

RECEIVED
JAN 23 1956
ABERDEEN AREA OFFICE
ABERDEEN, SO. DAK.

Murray Kellam

Memorandum

To: Area Director, Aberdeen Area Office
Attn: Branch of Education

From: Superintendent, Fort Berthold Agency

Subject: Non-payment of Tuition to The Ziegler School District

About three weeks ago I was informed that the school board of the Ziegler School District received a notification from the State Education Department at Bismarck that the Tuition payment for the Elementary grade children attending the Eastern Segment School from the school districts had been turned down. This is the payment of $75 per pupil which comes from the County 10-Mill Levy. The payment is based on the attendance of the school children from the various districts on the basis of their attendance last year. Since the Ziegler School District counted on this payment to pay teacher salaries and other expenses, the outcome would be a deficit and consequently appeared to be rather serious.

Immediately I got in contact with the school board of the Ziegler School District and informed them that I was going to Dickinson on a Wage Board Survey and that I could drop in at Bismarck to get more information as to the reason for their refusal to approve the payment of this tuition. Last week I dropped in at Bismarck and I learned from Mr. Snortland that the reason that he had not approved the request was due to the fact that the total enrollment figures were given. He had in mind that the figure for the white children alone should be given. I had with me the Agreements of the various districts with the Ziegler School District and the enrollment figures of Indian children and white children. After analyzing the financial situation for the Ziegler School District, both Mr. LeRoy and Mr. Snortland came to the conclusion that the State Education Department would approve the payment of the tuition of the white children. This was not a commitment and they further stated that they would like to have the situation reviewed with Mr. Peterson before making any commitment. On my part, I was there only to get information and to bring information to the Ziegler School Board and, therefore, was in no position to make any statement committing the Board. However, the payment of tuition for white children would be sufficient to meet the deficit.

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When I returned to New Town, I arranged to see the Ziegler School District Board but before the meeting I called up Bismarck to learn if they had more definite information regarding the payment of tuition. I spoke to Mr. LeRoy, who informed me that the State Education Department had not arrived at any definite conclusion and brought up a matter that was not discussed at the time I was in Bismarck. Mr. LeRoy stated that as a result of the meeting with Mr. Peterson, the question came up as to whether or not payment could be made to the Ziegler School District as a "Middle Man". He went on to state that this matter was going to be presented to the Attorney General to get an opinion from him as to whether the Ziegler School District could make Agreements with the other school districts and act for them in hiring school teachers and paying expenses for all districts. I reminded Mr. LeRoy that this point had not come up before and that the Ziegler School District had assurances from representatives from the State Education Department that they could represent the other districts. Mr. LeRoy then asked me if we had copies of the Agreement and I said that we had. Last Monday, I sent him a copy of the Agreement and a copy of the minutes of the meeting that was held in Bismarck which formed the basis for the arrangement under which the Ziegler School District is operating in conjunction with the Indian Service in furnishing financial support for the Eastern Segment School.

Apparently the State Education Department had misplaced their copy of the Agreement. When they now have received a copy of the Agreement and the minutes, they should be set aright in their understanding as to how the Ziegler School District operates. Along with this memorandum, I am sending the Aberdeen Office a copy of the Agreement as well as a copy of the minutes. I believe that when the State Education Department reviews the Agreement and the minutes, this matter should be cleared up and the payment of the tuition should then follow.

After my return from Bismarck, I met with the Ziegler District Board and gave to them a report of the meeting and stated that I was sending to the State Education Department a copy of the Agreement and the Minutes. They will be awaiting a reply from the State Education Department which they will no doubt transmit through the office of the County Superintendent at Washburn.

Olaf Nelson
Reservation Principal

Approved:

R. B. McKee
Superintendent

ON/vlg

Attachments - Cooperative School Agreement
Minutes of Bismarck Meeting
Letter dated 12/23/54

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APPENDIX D

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MEETING REGARDING EASTERN SEGMENT SCHOOL CONSOLIDATION WITH RURAL SCHOOLS IN AREA

The meeting was called at the State Capitol Building to discuss the arrangements which would be necessary for the enrolling of white children from districts near the Eastern Segment school in the Eastern Segment Government Day School. Chairman for the meeting was Mr. Dan LeRoy, State Supervisor of Indian Education.

Present at the meeting were: Mr. Leslie M. Keller, Aberdeen Area Office; Superintendent Ralph M. Shane, Fort Berthald Agency, New Town; A. R. Nesiose, Deputy State Superintendent of Schools, Bismarck; Robert J. Murray, Reservation Principal, Fort Berthold Reservation; Albert Watounsee, Principal, Eastern Segment School; Helen G. Lynne, County Superintendent of Schools, McLean County, Washburn; and members of the school boards from Riegler, Roseglen, Fort Berthold, Buffalo Rock, O'Shea, and Elbowoods, No. 79.

Mr. LeRoy explained the combination federal and state program as set up at Elbowoods and also discussed the program now in effect at Fort Yates, North Dakota, pointing out the possibilities of a joint arrangement for education in a federal school. He pointed out the necessity of a school district having actual participation in the school and something to say about the operation of the school before approval for any funds could be made by the State Department. He brought up the example of the difficulty encountered at the Lolecurt school prior to the time of a functioning school board in that jurisdiction. It was pointed out that it would be legally possible for the Ziegler School District,

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in which the Eastern Segment School is located, to enter into an agreement with the federal school to help pay expenses for teachers, supplies, etc., and that it would then be possible for other school districts wishing to have their children educated at the Eastern Segment School to enter into agreements with the Ziegler School District for the care of their children.

Mr. Keller expressed his appreciation of the attitude of the people in the area of the Eastern Segment School toward a non segregrated educational opportunity for all the children. He expressed the opinion that the policy of the Indian Service is to have all of the children in an area go to the same school, regardless of whether it is operated by the Federal or by the State Department. He also expressed the opinion that if the necessary arrangements could be made so that all of the Indian children would be cared for in schools in this area, it would be in line with the policy to turn over the entire facilities of the Eastern Segment School to a consolidated school district of the area at some future date. In answer to a question regarding finances he expressed the opinion that under the Johnson O'Malley Act, the federal government was more than willing to reimburse school districts for the education of Indian children in areas where a large amount of non-taxable land still remained. He also expressed the opinion that the Indian Service was willing to lean over backwards to be of assistance in any way possible to a program of education which would be valuable to all of the students in the area and would include the Indian children in the program.

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Mr. Murray explained the possibilities of arrangement in the Eastern Segment School. It was felt that the money which was allowed students for their education through a school arrangement and the amount of money which follows the child through a state fund should be used for the education of the children attending the Eastern Segment School. It was pointed out that inasmuch as this arrangement was to be a temporary one and on an experimental basis for this year that if the Eastern Segment School could receive the amount of money each school received for closing, and that if this amount would be turned over the to Ziegler School District for use in the Eastern Segment School, and that if the $70.10 which comes from the state funds for each child in school would be provided to the Ziegler School District for use of the children, this amount would probably be sufficient to cover the additional cost for this year of educating the children from the four school districts of the reservation and from the Roseglen school already attending the Eastern Segment School. It was pointed out that there are four school districts on the reservation which are served by the Eastern Segment School, with bus routes on all of the roads in this area.

Mr. Mastoss discussed the legality of the agreement and pointed out the fact that an agreement would have to be made between the federal government and the Ziegler School District, giving the Ziegler School District at least some jurisdiction over the school in the matter of expenditure of funds and the approval of purchase of supplies. In addition, there would have to be an agreement between each school district involved

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and the Ziegler School District covering bus transportation and tuition payments before payment to the Ziegler School District could be made. It was also pointed out that the amount of tuition charged by the Ziegler School District would have to be the same to all pupils, regardless of which district they came from, but that the transportation could vary depending upon the services rendered and the distances.

Mr. Keller explained the set-up at Rorebud, South Dakota and the monetary arrangement made with the school districts in South Dakota in connection with arrangements to be made in this area.

After a number of questions regarding various phases of arrangement were brought up, the Ziegler School Board agreed to accept the responsibility of acting as a school board for the Eastern Segment School and to make such necessary agreements with the other school districts as needed to be made, in order to get sufficient funds for the operation of this school and care of the pupils in the school this year. The school boards of all of the other districts involved were polled for their opinion and all agreed that they were in favor of the Ziegler School District acting as had been outlined by the State Department. It was agreed that the necessary agreements would be entered into as soon as was possible and that until such time as they were approved that the school would operate as it presently is, with the children attending the Eastern Segment School.

The possibility of an additional school presently operating in the Roseglen area was brought up. It was agreed that if arrangements could

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be made with the present teacher and if bus transportation were advisable, it would be agreeable with the Eastern Segment School to take the additional six pupils, providing that the teacher's contract be terminated and she be given a new contract by the Ziegler School District, payable from funds from the Roseglen School District for this year. These arrangements are to be made and determined as soon as possible after consulting with the teacher involved in this particular school.

The following are the people who attended this meeting:

Albert Wahsunsee, Principal, Eastern Segment School
Ralph M. Shone, Superintendent, Fort Berthold Agency
Franklin N. Howard, Twot
Paul Matthews, Twot
Harold [illegible], Twot
Mrs. Harold Siegler, Twot
Omar Posted, Roseglen
Lloyd Molden, Roseglen
Arnold Hill, Roseglen
Mrs. Arnold Hill, Roseglen
Mrs. Lloyd Holden, Roseglen
Karl Pederson, Roseglen
Mrs. Karl Pederson, Roseglen
Mrs. Maurice Snippen, Roseglen
Maurice Snippen, Roseglen
Helen C. Lynne, Superintendent of Schools, Washburn, McLean County
Mrs. Donald Nelson, Twot
Donald Nelson, Twot
John Slohajam, Twot
George F. Herrmann, Twot
Mrs. Jeanne S. Herrmann, Twot
H. E. Nelson, Twot
Lynn McMahon, Olivea, Twot
Mrs. Lynn Wiegler, Olivea, Twot
Mrs. Lorraine Blalonde, Twot
Mrs. Julius Holden, Twot
Jerome Kelly, Twot
Mrs. Jerome Kelly, Twot
Tom Kelly, Twot
Robert J. Murray, Reservation Principal, New Town
A. R. Nestoss, Dpty State Supt. of Schools, Bismarck

APPENDIX E

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COOPERATIVE SCHOOL AGREEMENT

CONTRACT NO.

AGREEMENT NO.

THIS AGREEMENT entered into this ____ day of _____ 19___, by and between the Fort Berthold Agency, hereinafter to be known as the "Agency", and the White Shield Community School Board hereinafter known as the "School Board", School District # 85, McLean County, North Dakota herinafter to be known as the "District".

IT IS AGREED AS FOLLOWS TO WIT:

1. The Agency, the School Board and the District agree that this contract and provision thereof shall constitute an agreement for the education of approximately ____elementary pupils and approximately____high school pupils of the District in the Federal Indian School and that all monies and services, provided by the District for the operation of the Federal School, shall be deemed tuition payment in accordance with H.B. 685 Thirty Eighth Legislative Assembly North Dakota.

2. The Agency Superintendent, Reservation Principal, and White Shield School Principal representing the Agency, the School Board and the District, shall meet on or beforeSeptember 1, 1972 to adopt plans for the operation of the White Shield school during the ensuing year. Such matters as personnel,curriculum, budget, enrollment and general policies to govern the process of this agreement shall be considered. The School Board will also have regular meetings during the year as required by law and other special meetings as deemed necessary to discuss other operational problems as they occur.

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3. The District, the School Board, and the Agency should meet together periodically to coordinate program activities, and the school board will advise the District and Agency from time to time regarding school matters sucy as budgets, personnel and school operating policies.

4. Each party to the agreement shall contribute financially to the cost of school operation as follows:

   (a) The Agency shall expend its fund furing the fiscal year 1973 according to the allotment of funds provided by the Bureau of Indian Affairs.

   (b) The School Board will be obligated through such contracts as it may enter into.

   (c) The District shall contribute a sum of net to exceed _____ _____dollars(_____). This amount will provide for the services of _____teacher (s) and the necessary school operation costs which are determined as additional costs to the Agency incurred by the enrollment of students who are considered the responsibility of the District. For the next school year these funds will be expended approximately as follows:

   1. Teachers' Salary or Salaries $_____
   2. Instructional Materials and Supplies $_____
   3. Textbooks $_____
   4. Transportation (if applicable) $_____
   5. Miscellaneous $_____

   (d) The District will assume the responsibility for arranging for the school lunch program under the National School Lunch Act of 1946 to cover students enrolled as District Responsibility. All foods, supplies and income derived from the program will be

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used to supplement existing lunch program carried on by the Agency.

5. No distinction shall be made between employees of the District, employees of the School Board and employees of the Agency in the assignment of duties, assignment and charges for quarters, arrangements for board, salaries or other matters pertaining to employment in the White Shield School.

6. There shall be no distinction made between Indians and non-Indians in provisions for schooling, transportation, physical examinations or any other matter pertaining to life and work in the White Shield School.

7. All parties to this agreement will exercise ordinary precautions to insure the safety and well-being of all children enrolled in the White Shield School but neither shall be held, financially or otherwise, liable for any injuries, accidental or otherwise, or for any illness occurring while attending the White Shield School except as may be provided by law.

8. This agreement shall remain in force and effect during the school year 1972-1973, which starts August 28, 1972 and ends May 25, 1973.

9. In accordance with Section 3737 of the Revised Statutes (Section 15, Title 41, U.S. Code) no contract made pursuant to this agreement or any interest therein shall be transferred. Any violation of this provision shall automatically terminate all obligations on the part of the United States Government thereunder.

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10. No member of or Delegate to Congress, resident commissioner, officer, agent or other employee of the Government shall be admitted to any share or part in any contract made hereunder or derive any pecuniary benefit therefrom, but this restriction shall no be construed to extend to any such contract made with a corporation or company for its general benefit.

11. It is expressly agreed and stipulated by and between the parties of this agreement that it is made subject to the approval of the Agency Superintendent, Area Director of the Bureau of Indian Affairs as to the Agency and by the county Superintendent of Schools' as to the District.

12. This Agreement has been entered into by # 85 School District, McLean County, North Dakota, in accordance with the provisions of Section 15-2604, School Laws (and House Bill No. 685 Thirty Eighth Legislative Assembly) of North Dakota, and by the Fort Berthold Agency, United States Department of the Interior, Bureau of Indian Affairs, in accordance with the Interior Department Appropriation Act, 88th Congress.

13. School District, # 85, McLean County, State of North Dakota, shall have the privilege of using such portions of the White Shield School building as are needed to provide schooling for those children whom the public School District is required to educate in accordance with the requirements for Section 15-2604, School Laws of North Dakota. This permission to use the White Shield School District and Bureau of Indian Affairs.

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85 McLean School

istrict, State of North Dakota

By: _____
Chairman, District #85
State of North Dakota

Date: _____

By: _____
Superintendent
Fort Berthold Agency

Date: _____

By: _____
Chairman, White Shield Community School Board

Date: _____

APPROVED:

_____
County Superintendent of
Schools

Date: _____

APPROVED:

_____
Area Director
Bureau of Indian Affairs

Date: _____

APPENDIX F

COOPERATIVE SCHOOL AGREEMENT
1974-75 SCHOOL YEAR
NEW TOWN, NORTH DAKOTA 58636

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THIS AGREEMENT entered into this 13th day of November, 1973 by and between the Fort Berthold Agency, hereinafter to be known as the "Agency" and the White Shield School Board, hereinafter known as the "School Board, School District #85, McLean County, North Dakota", hereinafter to be known as the "District".'

IT IS AGREED AS FOLLOWS TO WIT:

1. The Agency, the School Board and the District agrees that this contract and provision thereof shall constitute an agreement for the education of approximately 223 elementary pupils and approximately 100 high school pupils of the District in the Federal Indian School and that all monies and services provided by the District for the operation of the Federal School, shall be deemed tuition payments in accordance with House Bill 685, Thirty-Eighth Legislative Assembly, North Dakota.

2. The Agency Superintendent, Education Program Administrator, and White Shield Principal representing the Agency, the School Board and the District, shall meet on or before September 1, 1974 to adopt plans for the operation of the White Shield School during the ensuing year. Such matters as personnel, curriculum, budget, enrollment and general policies to govern the process of this agreement shall be considered.

The District will also have regular meetings during the year as required by law and other special meetings as seemed necessary to discuss other operational problems as they occur.

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3. The District, the School Board, and the Agency shall meeting together periodically to coordinate program activities from time to time regarding school matters such as; budgets, personnel and school operating policies.

4. Each party to the agreement shall contribute financially to the cost of school operations as follows:

(a) The Agency shall expand its funds during the fiscal year 75 according to the allotment of funds provided by the Bureau of Indian Affairs.

(b) The School Board will be obligated through such contracts as it may enter into.

(c) The District shall contribute a sume of not to exceed 247,215.00 (Two hundred forty seven, two hundred fifteen) Dollars. This amount will provide for the services of 14 teacher(s) and the necessary school operation costs which are determined as additional costs to the Agency incurred by the enrollment of students who are considered the responsibility of the district. For the next school year these funds will be expanded approximately as follows:

1. Teachers Salary or Salaries	$ 141,356.00
2. Instructional Supplies & Materials	13,600.00
3. Textbooks	1,500.00
4. Transportation	36,559.00
5. Miscellaneous	54,200.00

(d) The District will assume the responsibility for arranging for the school lunch program under the National School Lunch Act of 1946, to all students of the White Shield School. The Agency will supplement the lunch program carried on by the District so as not to decrease the services of the existing program.

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5. No distinction shall be made between employees of the District, Employees of the School Board and employees of the Agency in the assignment of duties, assignment and charges of quarters, arrangements for board, salaries or other matters pertaining to employment in the White Shield School.

   Provision of Executive Order No. 10925 prohibiting any discrimination against any employee or applicant for employment because of race, color, creed, or national origin shall be complied with by the Agency, District and School Board except as otherwise provided by law.

6. There shall be no distinction made between Indians and non-Indians in provisions for schooling, transportation, physical examinations, or any other matter pertaining to life and work in the White Shield School.

7. All parties to this agreement will exercise ordinary precautions to insure, the safety and well-being of all children enrolled in the White Shield School, but neither shall be held, financially or otherwise, liable for any injuries, accidental or otherwise, or for any illness occuring while attending the' White Shield School except as may be provided by law.

8. This agreement shall remain in force and effect during the school year 1974-75 which starts July 1, 1974 and ends June 30, 1975.

9. Renewal of this agreement shall be made, agreed upon and signed by January 15th, preceeding the school year this agreement is to go into effect. Should no agreement be made there will be no Cooperative Agreement for the coming school year. In accordance with Section 3737 of the Revised Statutes (Section 15, Title 41,U.S. Code) No contract made pursuant to this agreement or any interest therein shall be transferred. Any violation of this provision shall automatically

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terminate all obligations on the part of the United States Government thereunder.

10. No member or delegate to congress, resident commissioner, officer, agent, or other employee of the government shall be admitted to any share or part in any contract made hereunder or derive any pecuniary benefit therefor, but this restriction shall not be construed to extend to any contract made with a corporation or company for its general benefit.

11. It is expressly agreed and stipulated by and between the parties of this agreement that it is made subject to the approval of the Agency Superintendent, Area Director of the Bureau of Indian Affairs for the Agency and by the County Superintendent of Schools for the District.

12. This agreement has been entered into by #85 District, McLean County, North Dakota, in accordance with the provisions of Section 15-40.2-11 School Laws and House Bill 685, Thirty-Eighth Legislative Assembly of North Dakota, and by the Fort Berthold Agency, United States Department of the Interior, Bureau of Indian Affairs, in accordance with the Interior Department Appropriation Act 88th Congress.

13. School District #85, McLean County, State of North Dakota, shall have the privilege of using such portion of the White Shield School building as are needed to provide schooling for those children whom the Public School District is required to educate in accordance with the requirements for Section 15.40. 2-11 School Laws of North Dakota. This permission is to use the White Shield School building shall have the same force and effect as if the building had been leased to Public School District #85, under an agreement providing for joint use of said facilities by School District #85 and the Bureau of Indian Affairs.

£85 District
McLean County
State of North Dakota

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By: Earl Peterson
Earl Pederson, Chairman
White Shield School District #85

Date: 11/13/73

By: Anson A. Baker
Anson A. Baker, Superintendent
Fort Berthold Agency

Date: 11/15/73

Approved: Helen G. Lynne
Helen G. Lynne, County Superintendent
of Schools, McLean County

Date: 11/13/73

Approved: Peter P. Schmidt
Peter P. Schmidt, ASS'T Area Director (Educ)
Bureau of Indian Affairs, Aberdeen Area

Date: 11-23 73

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Copies to:

District 85
County Superintendent
Educ, AAO
Education (2)

APPENDIX G

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15-40.2-11. Federal tuition contracts.--The school board may make arrangements for the education of pupils in a federal school and contract with federal officials for such education. Such contracts may be in the form of tuition charges mutually agreed upon, the sharing of education operational costs and facilities, or any other type of contract which will be agreeable to the school district.

Source: S. L. 1971, ch. 158, 8.

15-40.2-12. Levy for tuition charges permitted.--The school board of any school district approving the payment of high school tuition charges or required to make such payments under the provisions of this chapter may levy an amount sufficient to pay tuition charges, which levy shall not be subject to any mill levy limitations prescribed by law.

Source: S. L. 1971, ch. 158, 8.

APPENDIX H

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LOWER BRULE
COOPERATIVE SCHOOL AGREEMENT

THIS AGREEMENT entered into this 10th day of September, 19[illegible]
y and between the Bureau of Indian Affairs, Pierre Agency, hereinafter refer
o as the Agency, and the School District No. 12, Lyman County, South Dakota,
ereinafter referred to as the District.

T IS AGREED AS FOLLOWS, TO-WIT:

1. The Agency and District shall permit non-Indian children in kindergarten through grade twelve to be assigned by the District to attend the Lower Brule Day School, Lower Brule, South Dakota, hereinafter referred to as the School. Officials of the District and the Agency will inventory and classify enrolled children as to the responsibility of the District or of the Agency for the purpose of determining State and Federal participation entitlement, except that all children eligible for whom the Agency has educational responsibilities shall be considered the financial responsibility of the Agency. District financial responsibility children shall include those non-Indian children assigned to the Agency School. Children whose parents are employed either by the Federal Government, Office of Equal Opportunity or Tribal Council and other children exclusive of the above two category's may by mutual agreement on each individual child be considered for inclusion as District responsibility.
2. Elementary and high school students who do not live on the

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reservation and are not elibible for (874) money may be assigned to attend the Lower Brule Day School by the District and the District shall reimburse the Agency at the legal tuition rate as established by the South Dakota Department of Public Instruction for the attendance of such assigned students at the Lower Brule School. The number of District responsibility children to attend the School should not exceed one hundred fifty (150) in number.

3. The District shall contribute to the cost of the operation of the school an amount equal to the current established State tuition rate for each elementary and high school student classified as the responsibility of the District. The State established tuition rate per day for each enrolled elementary student shall be $3.70 and $5.12 for each enrolled high school student and shall be computed on the total days the school is in session, including days of legal discontinuance as defined by law or the amount of 874 money plus the State aid received the the District for each student. It is therefore agreed that the District shall only be responsible to the Agency on district responsibility students for an amount equal to the State tuition rate or the amount the District receives per student from 874 money plus State aid, shall be deducted from State tuition rate and the balance paid to the Agency, and in no event shall district financial responsibility exceed the State tuition rate. The amount of the total contribution from the District shall supplement the alloted Federal Funds for the operation

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of the school. The funds from the District shall be used at the discretion of the Agency and expended through the District for the employment of qualified teachers and other personnel, materials and supplies, and equipment necessary to the particular needs of the total school operation.

4. The employees whose salaries are paid through the district under the terms of this Agreement shall be selected by the Agency. No distinction shall be made between employees hired through the District and employees of the Agency in reference to the administration supervision, assignment of duties, salaries or any other matter pertaining to employment in the School except as may be mutually agreed upon by both parties hereto. Discrimination against any employees or applicant for employment because of race, color, creed, or national origin shall be prohibited.

5. No distinction shall be made between Indians and non Indians in the provisions for instruction, transportation, school lunches or any other matter pertaining to the life and work at the School.

6. The Agency will exercise ordinary precautions to insure the safety and well-being of the children enrolled in the School, but shall not be held financially or other wise liable for any injuries, accidental or otherwise, or for illness occurring while attending school, except as may be provided by law.

7. This Contract is for the school year ending June 30, 1974.

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8. The South Dakota State Course of Study shall be followed in the School. The interpretation and implementation of the State Course of Study shall be initiated by the Agency. The Lyman County Superintendent of Schools, State School Officials, and the District Scho Board shall be welcome to make periodic inspections of the School or consult with Agency Officials, Tribal Respresentatives and local school Advisory Boards concerning the operation of the Schoo or in regard to special problems. The Agency shall operate the School and resolve any special problems which are considered to be in the best interest of the total school enrollment.

9. In accordance with Section 3737 of the Revised Statutes (Section 1 Title 41, U.S. Code) no contract made pursuant to this Agreement or interest therein shall be transferred. Any violation of this provision shall automatically terminate all obligations on the par of the United States thereunder.

10. No member of our delegate to Congress, Resident, Commissioner, Officer, Agent, or other employee of the Government shall be admit to a share or part in any contract made hereunder or derive any pecuniary benefit therefrom, but this restriction shall not be cor strued to extend to any such contract made with a corporation or company for its general benefit.

11. It is expressly agreed and stipulated by and between the parties this agreement that it is made subject to approval of the Aberdee Area Office of the Bureau of Indian Affairs.

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12. This Agreement is entered into on the part of the District by virtue of authority granted in Section 1 of Chpater 9 of Chapter 41 of the South Dakota Session laws of 1955 as amended, and by the Pierre Agency, U. S. Department of the Interior, Bureau of Indian Affairs, in accordance with the Act of April 16, 1934, as amended by the Act of June 4, 1935 (25 U.S.C. 452.).

LYMAN COUNTY NO. 12 SCHOOL DISTRICT

BY _____
Chairman

ATTEST:
_____
Clerk

ATTEST:
_____
Board Member

ATTEST:
_____
Board Member

U.S. BUREAU OF INDIAN AFFAIRS

_____
Agency Superintendent

10/12/73
Date Approved

_____
Director, Educational Services

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COOPERATIVE SCHOOL AGREEMENT

THIS AGREEMENT entered into this 28th day of August, 1969, by and between the Turtle Mountain Agency, hereinafter to be known as the "Agency", the Couture School District No. 27 and the Ingebretson School District No. 28, Rolette County, North Dakota, hereinafter to be known as the "Districts".

IT IS AGREED AS FOLLOWS, TO WIT:

1. The Agency and the Districts agree that this contract and provision thereof shall constitute an agreement for the education of approximately 250 pupils of the Districts in the Federal Indian schools and that all monies and services, provided by the Districts for the operation of the Federal schools, shall be deemed tuition payments in accordance with House Bill 685, Thirty-Eighth Legislative Assembly, North Dakota.

2. The Agency Superintendent and Education Program Administrator, representing the Agency, and the Turtle Mountain Community School Principal and the School Boards, representing the Districts, shall meet annually in August of each year to adopt plans for the operation of the Turtle Mountain Community School during the ensuing year. Such matters as personnel, curriculum, budget, enrollment and general policies to govern the process of this agreement shall be considered. The School Boards shall also have the regular meetings during the year as required by law and other special meetings as deemed necessary by the Chairmen of the Boards to discuss other operational problems as they occur.

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3. Each party to the agreement shall contribute financially to the cost of school operation as follows:

(a) The Agency shall expend its funds during Fiscal Year 1970 according to the allotment of funds provided by the Bureau of Indian Affairs.

(b) The Couture School District shall contribute a sum of not to exceed Two Hundred Ten Thousand One Hundred Thirty Dollars ($210,130.00) and the Ingebretson School District shall contribute a sum of not to exceed Twenty-four Thousand Six Hundred Sixteen Dollars ($24,616). This money will provide for the necessary school operation costs which are determined as additional costs to the Agency incurred by the enrollment of students who are considered the responsibility of the Districts and the services of the following personnal:

1 Principal, 7 Teachers, 3 Substitute Teachers, 1 Librarian, 12 Teacher Aides, 2 Clerks and 1 Motor Vehicle Operator

(c) The funds provided by the Districts shall be expended approximately as follows:

COUTURE SCHOOL DISTRICT NO. 27

Administration:

Salaries:

School Board	2,500	
Superintendent's Office	5,522	
Other Expenses	2,000	
TOTAL (Administration)		10,022

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Instruction:		
Salaries:		
Principal	10,800	
Teachers	64,200	
Other Instructional Staff	2,166	
Secretarial and Clerical	6,266	
Other Salaries for Instruction	46,522	
Textbooks	4,000	
School Library and Audio-Visual	3,000	
Teaching Supplies	3,000	
Other Expenses	5,854	
TOTAL (Instruction)		145,808
Attendance Services:		
Other Expenses	2,000	
TOTAL (Attendance Services)		2,000
Pupil Transportation Services:		
Salaries	900	
Other Expenses	200	
TOTAL (Pupil Transportation)		1,100
Operation of Plant and Equipment:		
Operational Expenses	1,000	
TOTAL (Operation)		1,000
Maintenance of Plant and Equipment:		
Salaries	250	
Other Expenses	250	
TOTAL (Maintenance)		500

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Fixed Charges:		
Employee Retirement	6,500	
Insurance and Judgments	700	
TOTAL (Fixed Charges)		7,200
Food Services:		
Other Expenses	5,500	
TOTAL (Food Services)		5,500
Student-Body Activities:		
Other Expenses	4,000	
TOTAL (Student-Body)		4,000
Capital Outlay:		
Buildings	30,000	
Equipment	1,000	
TOTAL (Capital Outlay)		31,000
Outgoing Transfers:		
To Other School Districts in North Dakota	2,000	
TOTAL (Outgoing Transfers)		2,000
Total Amount Appropriated for this Year		$210,130

INGEBRETSON SCHOOL DISTRICT NO. 28

Administration:		
Salaries:		
School Board	450	
Superintendent's Office	25	
Other Expenses	500	
TOTAL (Administration)		975

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Instruction:		
Salaries:		
Teachers	16,235	
Textbooks	200	
School Library and Audio-Visual	200	
Teaching Supplies	200	
Other Expenses	500	
TOTAL (Instruction)		17,335
Pupil Transportation Services:		
Salaries	4,656	
TOTAL (Pupil Transportation)		4,656
Fixed Charges:		
Employee Retirement	150	
TOTAL (Fixed Charges)		150
Outgoing Transfers:		
To Other School Districts In North Dakota	1,500	
TOTAL (Outgoing Transfers)		1,500
Total Amount Appropriated for this Year		$24,616

(d) The Districts will assume the responsibility for arranging for the organizing of the school lunch program under the National School Lunch Act of 1946 to cover students enrolled as District responsibility. All Foods, supplies and income derived from the program will be used to supplement existing Lunch Program carried on by the Agency.

4. No distinction shall be made between employees of the District and employees of the Agency in the assignment of duties, assignment and

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charges for quarters when available, arrangements for board and other matters pertaining to employment in the Turtle Mountain Community School. Provisions of Executive Order No. 11246 prohibiting any discrimination against any employee or applicant for employment because of race, color, creed or national origin shall be complied with by the Agency and the Districts.

5. There shall be no distinction made between Indians and non-Indians in provisions for schooling, transportation, physical examinations or any other matter pertaining to life and work in the Turtle Mountain Community School.

6. Both the Agency and the Districts will exercise ordinary precautions to insure the safety and well-being of all children in the Turtle Mountain Community School, but neither shall be held, financially or otherwise, responsible for any illness occurring while attending the Turtle Mountain Community School except as may be provided by law.

7. This agreement shall remain in force and effect during the school year 1969-70, which starts July 1, 1969, and ends June 30, 1970.

8. In accordance with Section 3737 of the Revised Statutes (Section 15, Title 41 U. S. Code) no contract made pursuant to this agreement or any interest therein shall be transferred. Any violation of this provision shall automatically terminate all obligations on the part of the United States Government thereunder.

9. No member of or Delegate to Congress, resident commissioner, officer, agent or other employee of the Government shall be admitted to any share or part in any contract made hereunder or derive any pecuniary benefit therefrom, but this restriction shall not be construed to extend to any such contract made with a corporation or company for its general benefit.

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10. It is expressly agreed and stipulated by and between the parties of this agreement that it is made subject to the approval of the Agency Superintendent and the Area Director of Schools of the Bureau of Indian Affairs as to the Agency and by the County Superintendent of Schools as to the District.

11. This Agreement has been entered into by the Couture and Ingebretson School Districts, Rolette County, North Dakota, in accordance with the provisions of Section 15-29-08, School Laws (and House Bill No. 685, Thirty-Eighth Legislative Assembly) of North Dakota, and by the Turtle Mountain Agency, United States Department of the Interior of the Bureau of Indian Affairs, in accordance with the Interior Department Appropriation Act, 89th Congress.

12. The Couture School District No. 27 and the Ingebretson School District No. 28, Rolette County, State of North Dakota, shall have the privilege of using such portions of the Turtle Mountain Community School building which is located on the NW 1/4 SW 1/4, Section 21, Township 162 North, Range 70 West, Rolette County, North Dakota, as are needed to provide schooling for those children when those Public School Districts are required to educate in accordance with the requirements of Section 15-29-08, School Laws of North Dakota. This permission to use the Turtle Mountain Community School building shall have the same force and effect as if the building had been leased to the Public School Districts under an arrangement providing for joint use of said facilities by the School Districts and the Bureau of Indian Affairs.

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Couture School District No. 27
Rolette County, North Dakota

By: [signature]
Chairman of the Board

Date: 10/27/69

Turtle Mountain Agency

By: [signature]
Superintendent

Date: 11-17-69

Ingebretson School District No. 28
Rolette County, North Dakota

By: [signature]
Chairman of the Board

Date: 10/27/69

APPROVED: [signature]
Area Director of Schools
Bureau of Indian Affairs

APPROVED:

[signature]
County Superintendent of Schools

Date: 11-6-69

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General Fund Receipts, White Shield School
Treasurer's Annual Report, White Shield School
General Fund Receipts, School District No. 85

APPENDIX I

pps. 107 through 119 deleted because of illegibility

APPENDIX J

106B/107-119

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CONTRACT BUDGET FORM

NAME & ADDRESS OF CONTRACTOR: Three Affiliated Tribes, Inc.
New Town, North Dakota 58763

NAME OF SCHOOL
NAME OF PROJECT - FY 1974

LIST BY COMPONENTS IF COMPLETELY CONTRACTED, OTHERWISE LIST BY ACCOUNTS IN ORDER LISTED BELOW			SUB TOTALS	TOTAL
COMPONENT II				
PERSONNEL				
#	KIND			
1	Basic Skills - Science	Teachers	$ 8,200.00	
		Specialists		
1	Science	Aides	4,500.00	
	Fixed Charges	Other	1,270.00	
	Sub-Total		$13,970.00	
SUPPLIES & MATERIALS				
Textbooks				
Audio Visual Material				
Other Printed Material				
Consumable Supplies				
Sub-Total				
TRAVEL				
Student Travel				
Personnel Travel				
Other				
Sub-Total				
EQUIPMENT				
Audio Visual				
Other Instructional Equipment				
Non-Instructional Equipment				
Sub-Total				
OTHER EXPENSES				
In-Service Training				
Other Misc. Expenses for				
Sub-Total				
TOTAL FOR COMPONENT I			$13,970.00	$13,970.00
Repeat Accounts as Above for Other Components				
OTHER TOTAL PROJECT EXPENSES:				
Parent Council			$ 812.00	
Dissemination			175.00	
Administrative			3,900.00	
Other Misc. Expenses				
Contract Expense (Not included in above)				
Sub-Total			$ 4,887.00	$ 4,887.00
TOTAL PROJECT AMOUNT CONTRACTED			$47,049.00	$47,0[illegible]

CONTRACT BUDGET FORM

BEST COPY AVAILABLE

NAME & ADDRESS OF CONTRACTOR: Three Affiliated Tribes, Inc.
New Town, North Dakota 58763

NAME OF SCHOOL
NAME OF PROJECT - FY 1974

LIST BY COMPONENTS IF COMPLETELY CONTRACTED, OTHERWISE LIST BY ACCOUNTS IN ORDER LISTED BELOW	SUB TOTALS	TOTAL
COMPONENT II		
PERSONNEL		
# KIND		
Teachers		
Specialists		
2 Math Aides	$ 9,000.00	
Fixed Charges Other	900.00	
Sub-Total	$ 9,900.00	
SUPPLIES & MATERIALS		
Textbooks	$ 1,550.00	
Audio Visual Material	130.00	
Other Printed Material	390.00	
Consumable Supplies	$ 2,070.00	
Sub-Total		
TRAVEL		
Student Travel		
Personnel Travel		
Other		
Sub-Total		
EQUIPMENT		
Audio Visual	$ 600.00	
Other Instructional Equipment		
Non-Instructional Equipment		
Sub-Total	$ 600.00	
OTHER EXPENSES		
In-Service Training		
Other Misc. Expenses		
Sub-Total		
TOTAL FOR COMPONENT I	$ 12,570.00	$12,570.00
Repeat Accounts as Above for Other Components		
OTHER TOTAL PROJECT EXPENSES:		
Parent Council		
Dissemination		
Administrative		
Other Misc. Expenses		
Contract Expense (Not included in above)		
Sub-Total		
TOTAL PROJECT AMOUNT CONTRACTED		

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CONTRACT BUDGET FORM

NAME & ADDRESS OF CONTRACTOR: Three Affiliated Tribes, Inc.
New Town, North Dakota 58763

BIA
Title I.
FY-1974

NAME OF SCHOOL
NAME OF PROJECT - FY 1974

LIST BY COMPONENTS IF COMPLETELY CONTRACTED, OTHERWISE LIST BY ACCOUNTS IN ORDER LISTED BELOW			SUB TOTALS	TOTAL
COMPONENT I				
PERSONNEL				
#	KIND			
1	Basic Skills Reading	Teachers	$ 8,200.00	
		Specialists		
1	Reading	Aides	4,500.00	
	Fixed Charges	Other	1,270.00	
Sub-Total			$13,970.00	
SUPPLIES & MATERIALS				
Textbooks				
Audio Visual Material			$ 950.00	
Other Printed Material				
Consumable Supplies			302.00	
Sub-Total			$ 1,252.00	
TRAVEL				
Student Travel				
Personnel Travel				
Other				
Sub-Total				
EQUIPMENT				
Audio Visual			$ 400.00	
Other Instructional Equipment				
Non-Instructional Equipment				
Sub-Total			$ 400.00	
OTHER EXPENSES				
In-Service Training				
Other Misc. Expenses for				
Sub-Total				
TOTAL FOR COMPONENT I			$15,622.00	$15,622.00
Repeat Accounts as Above for Other Components				
OTHER TOTAL PROJECT EXPENSES:				
Parent Council				
Dissemination				
Administrative				
Other Misc. Expenses				
Contract Expense (Not included in above)				
Sub-Total				
TOTAL PROJECT AMOUNT CONTRACTED				

F-912 11.

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7. In-Service Training:

Teacher's Aides and teachers will be trained in the use of audio-visual equipment and reading machines. The Title I Reading Teacher will assist them in achieving proficiency in using these machines. No special training will be required for those who help on the field trips since they will be selected on the basis of previously acquired skills useful to the program.

8. Budget:

Activity I - Reading Skills Laboratory

Teacher, (GS-9) Reading Lab,	46 Weeks	$8,866.00
Teacher Aide, (GS-3)	36 Weeks	4,217.00
Teacher Aide, (GS-2)	36 Weeks	3,742.00
Teacher Aide, (GS-2)	36 Weeks	3,742.00
		$20,567.00

Equipment and Materials

EDL Workbooks (A-GH)	$ 175.00
EDL Controlled Reader Jr.	220.00
EDL Films (Set A & C)	175.00
EDL Lesson Books (BCDEFG)	102.00
EDL Listen & Think Tapes (LT-AR-DODEFG)	695.00
Viewlex Filmstrip Projector	96.95
Dynavox Record Player	39.95
ALWA Tape Recorder	73.95
SRA Reading Lab II (A & B)	138.00
SRA Record Books	31.25
SRA Reading for Understanding (3-8)	41.95
Record Books	13.00
Systems 80 Reading Machine	750.00
Listening Center (Phone Jack)	11.50
Headstones (8)	63.00
Guide to Better Reading Texts	48.00
Lyons & Carnahan Readers	250.00
Merrill Readers (1-6) 3 books	20.00
Listen & Read Workbooks 15 books	17.00
Supplemental Readers and Workbooks	400.00
Story Filstrips	700.00
Rheem Sound Filstrip	400.00
	$4,461.55

TOTAL - Activity I $25,028.55

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Activity II - Summer Experience Extension Program

Transportation (Commercial)	$ 650.00
Food & Supplies	1,120.00
Equipment and Supplies	
Tents (surplus) 15	$ 75.00
Sleeping Bags (surplus) 15	30.00
Lanterns, cook stoves, etc.	140.00
Camping Gear (Miscellaneous)	100.00
Contingency Fund (accomodations)	300.00
Meals ($3.00 per day) 6 days (35 people)	720.00
	$ 3,135.00
TOTAL - Activity II	$ 3,135.00
TOTAL - COMPONENT I	$28,163.55

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(1) A change in attitude toward school as shown on personality inventories; (2) A lessening in frequency of incidences of misconduct in the after school hours; (3) Positive responses from parents regarding the programs; (4) A downward trend in absence rates; (5) A rise in the frequency of contacts between the community and the school. The minutes of the monthly meetings will be disseminated to the community at large. The opportunity for any parent to become involved in the evaluative process will be encouraged by the use of qualitive questionnaires.

7. In-Service Training

No special training will be involved in the program. Periodic meetings will be held to facilitate coordination between the school and community and to minimize difficulties engendered by the programs. Employee will be selected on the basis of previously acquired skills that can be utilized in the program.

8. Budget

Component II

Home-School Coordinator (GS-5) 40 weeks	$ 5,811.00
Recreation Coordinator (GS-5) 52 weeks	6,938.00
Total	$12,749.00

Supplies and Materials

Safety Mats	$ 200.00
Ping Pong Sets	22.00
Ping Pong Table	130.00
Batons	40.00
Wiffle Ball Sets	20.00
Games and Puzzles	120.00
Crepe Paper	40.00
Construction Paper	20.00
Glue	20.00
Scissors	30.00
Beads & Boards	360.00
Copper Craft	100.00
Leather Craft kits	200.00
Equipment Records	50.00
Indian Costume Kits	250.00
Miscellaneous	360.00
Total	$ 1,962.00

TOTAL - COMPONENT II $14,711.00

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V. CONTRACTS

To provide consistent accountability, competent staffing, and a program of highest quality, all salary negotiations will be administered by the Lower Brule Tribal Council. The Lower Brule Day School will enter into contract with the council for this service. To cover the cost of administrative procedures, the Day School will provide 5% of the total Title I Budget to the Tribal Council.

VI. PARENTAL AND COMMUNITY INVOLVEMENT

As stated in the components, a democratically elected Parental Advisory Committe will be directly involved in the planning, implementation, and evaluation of the Title I Programs. They will act as an Advisory Board to the school to assist in assessing regular school activities to more adequately involve the Title I Components in the total educational program. Further, parents will be involved in the activities and summer programs to assist salaried personnel in dealing with the target groups. These people will be selected on the merit of their backgrounds with educational and community activities.

VII. DISSEMINATION

Minutes of monthly Advisory meetings and evaluation results will be written in a periodic and simply written newsletter to be sent to the members of the community at large. Monthly reports to the Area offices will concern themselves with implementation and evaluations of the programs. Periodic questionnaires will be sent home with students to be filled out by them and their parents. These will be a source of re-evaluation and re-direction in all programs. Finally, local newspapers will be informed of results and changes in the program to disseminate to the larger community around Lower Brule.

VIII. BUDGET

Total - Component I	$28,163
Total - Component II	$14,711.00
Contract -(Buy Indian)	$ 2,144.00
TOTAL - Title I Program	$45,018.5[illegible]

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2) Mr. Black

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
OFFICE OF EDUCATION PROGRAMS
FIELD SERVICES OFFICE
P.O. BOX
ALBUQUERQUE NEW MEXICO 87103

IN REPLY REFER TO:
Education

FEB 22 1972

Memorandum

To: Area Director, Aberdeen, South Dakota 57401
Attention: Assistant Area Director (Education)

From: Acting Field Services Administrator

Subject: Title I ESEA - Approval Amendment Lower Brule School Project

The above listed amendment is approved as per your memorandum dated January 28, 1972 and subsequent modifications agreed to by Mr. Don Black via telephone on February 16, 1972. The following budget items were agreed upon:

Teacher Reading (GS-7)	$ 4,180.00
Aid (GS-5)	3,380.00
Fixed Charges @ 10%	756.00
Subtotal	$ 8,316.00
8 Chairs	$ 98.00
2 Tables	83.00
1 Literature Rack	97.00
SRA Reading Lab	74.95
Student Record Books	8.70
Teacher Handbook	5.40
SRA Pilot Library	69.50
Student Worksheets	35.10
Paperbacks	150.00
Reading Understanding	44.55
Student Record Books	8.62
Controlled Reader	416.00
Dust Cover	2.00
Student Books - Study Guide IJ	23.40
EDL Set C.R. - IJ Level	87.50
EDL Study Skills Library	225.00
EDL Dictionaries	64.00
Miscellaneous Supplies	500.00
Subtotal	$ 1,992.72
5% Contract Administration	516.00
TOTAL	$10,824.72

APPENDIX K

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REPORT ON OPERATING BUDGET — AS OF DATE CY/

AGENCY LEVEL — ORGANIZATION - ACTIVITY 204

FED	WORK PROG	OBJECT			% OBL	OBLIGATIONS			COST
FED	PROG CODE	ACCT	DESCRIPTION		COMP	CY PROGRAMMED	CY TO DATE	PROGRAMMED	TO D
-04		S 1203	EQUIPMENT			.00	.00	.00	8,943.
-04		9600	COMMON SERVICES CHARGE		93.8	18,571.00	17,437.04	18,571.00	17,437.
-04		1204	TRAVEL			.00	.00	.00	86.
-05		S 1209	OTHER EXPENSES	White Stand		.00	52.00	.00	52.
-05		1201	PERSONAL SERVICES		101.7	24,191.00	24,606.20	24,191.00	24,606.
-05	Asst Sch	1204	TRAVEL						
-05	Admin	S 1209	OTHER EXPENSES			.00	1,257.99	.00	1,257.
-05		N 1203	EQUIPMENT			.00	.00	.00	60.
-05		1321	PERSONAL SERVICES, PROFESSIONAL		108.8	13,075.00	14,228.02	13,075.00	14,228.
-05		1321	PERSONAL SERVICES, PROFESSIONAL		96.3	14,907.00	14,355.68	14,907.00	14,355.
-05	Supvg Instr.	1322	PERSONAL SERVICES, AIDES		109.8	7,329.00	8,047.22	7,329.00	8,047.
-05		1325	FURNISHINGS			.00	.00	.00	516.
-05		1326	SUPPLIES AND MATERIALS			100.00	.00	100.00	1,651.
-05		1321	PERSONAL SERVICES, PROFESSIONAL		101.3	22,794.00	23,108.11	22,794.00	23,108.
-05	Elem	1326	SUPPLIES AND MATERIALS		92.2	671.00	619.13	671.00	1,741.
-05		1327	TEXTBOOKS			.00	.00	.00	3,156.
-05		1341	PERSONAL SERVICES, PROFESSIONAL		101.7	22,745.00	23,144.97	22,745.00	22,944.
-05	Sec Acad	1346	SUPPLIES AND MATERIALS			.00	1,511.88	.00	
-05		1347	TEXTBOOKS		81.6	665.00	542.71	665.00	1,736.
-05		1361	PERSONAL SERVICES, PROFESSIONAL			.00	.00	.00	503.
-05	Sec Voc/PA	1366	SUPPLIES AND MATERIALS		104.0	23,403.00	24,356.97	23,403.00	24,356.
-05		1367	TEXTBOOKS		56.8	462.00	262.74	462.00	737.
-05		S 1369	OTHER EXPENSES			.00	.00	.00	472.
-05	Guidance	1407	BOOKS		76.2	1,307.00	996.14	1,307.00	939.
-05		1501	PERSONAL SERVICES, TEMPORARY EMPLOYEES			.00	.00	.00	332.
-05		1502	PERSONAL SERVICES, STUDENTS			.00	.00	.00	283.
-05		1504	TRAVEL EMPLOYEES		108.0	1,058.00	1,142.97	1,058.00	1,471.
-05		1505	TRAVEL, STUDENTS		99.6	137.00	136.50	137.00	136.
-05	Summer Prg	1506	SUPPLIES AND MATERIAL		93.9	769.00	768.58	769.00	753.
-05		1509	OTHER EXPENSES			.00	.00	.00	1,558.
-05		1510	FOOD		99.9	649.00	647.55	649.00	666.
-05		1511	CONTRACT OPERATIONS		99.8	775.00	774.05	775.00	1,729.
-05	Maint	1013	LAUNDRY SUPPLIES AND SERVICES			.00	1,500.00	.00	1,500.
-05		1701	PERSONAL SERVICES, SUPERVISION, PREPARA		101.8	16,656.00	16,958.47	16,656.00	16,958.
-05	Food Service	1706	SUPPLIES AND MATERIALS		84.9	483.00	410.45	483.00	412.
-05		1710	FOOD		90.8	16,000.00	14,542.11	16,000.00	12,835.
-05		1801	PERSONAL SERVICES		91.4	13,742.00	12,567.05	13,742.00	12,567.
-05	Pupil Transp	1806	SUPPLIES & MATERIALS		104.6	7,262.00	7,597.43	7,262.00	8,093.
-05		S 1803	EQUIPMENT		88.7	1,552.00	1,377.68	1,552.00	15,993.
-05		9600	COMMON SERVICES CHARGE	Plant Oper	92.9	40,340.00	37,484.24	40,340.00	37,484.
						231,071 (incl. pl Oper)	232,943		

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PROCESS DATE 06/31/73 — REPORT ON OPERATING BUDGET — AS OF DATE 06/31/73
AGENCY LEVEL — ORGANIZATION - ACTIVITY ADA 1741
LOC

PRO WORK PSDO COST / TSK ORDR CODE		ACCT	DESCRIPTION	SOBL COMP	CY PROGRAMMED	CY TO DATE	PROGRAMMED	TO DATE
-03	S	1803	EQUIPMENT		.00	.00	.00	19,528.56
-03		9600	COMMON SERVICES CHARGE		.00	45,883.73	.00	41,478.29
-04		1234	TRAVEL		.00	415.04	.00	415.04
-04	S	1239	OTHER EXPENSES		.00	366.32	.00	458.96
-04	N	1283	EQUIPMENT		.00	.00	.00	265.00
-04		1331	PERSONAL SERVICES, PROFESSIONAL	101.1	27,438.00	27,764.83	27,438.00	27,764.83
-04		1334	TRAVEL		.00	196.56	.00	.00
-04		1336	SUPPLIES AND MATERIALS	39.4	2,500.00	985.03	2,500.00	1,528.55
-04		1337	TEXTBOOKS		.00	1,115.09	.00	630.38
-04	S	1339	OTHER EXPENSES	86.1	21,000.00	18,097.50	21,000.00	18,725.38
-04		1506	SUPPLIES AND MATERIAL		2,430.00	.00	2,430.00	.00
-04		1511	CONTRACT OPERATIONS		.00	3,130.00	.00	3,130.00
-04		1701	PERSONAL SERVICES, SUPERVISION, PREPARA	95.3	9,564.00	9,120.25	9,564.00	9,120.25
-04		1706	SUPPLIES AND MATERIALS		.00	92.80	.00	92.80
-04		1710	FOOD	117.9	5,800.00	6,841.41	5,800.00	7,265.51
-04		1801	PERSONAL SERVICES	107.2	4,644.00	4,980.76	4,644.00	4,980.76
-04		1806	SUPPLIES + MATERIALS	44.5	4,400.00	1,961.95	4,400.00	11,602.71
-04	S	1807	OTHER EXPENSES		.00	1,960.00	.00	1,660.00
-04	S	1883	EQUIPMENT		.00	.00	.00	9,624.79
-04		9600	COMMON SERVICES CHARGE		.00	19,963.64	.00	19,124.50
-05	S	1229	OTHER EXPENSES		.00	84.01	.00	84.01
-05		1231	PERSONAL SERVICES	104.9	25,946.00	27,220.32	25,946.00	27,220.32
-05		1234	TRAVEL		.00	340.00	.00	431.15
-05		1236	SUPPLIES AND MATERIALS		.00	9.76	.00	9.76
-05		1254	TRAVEL	47.7	900.00	429.60	900.00	429.60
-05		1301	PERSONAL SERVICES, PROFESSIONAL	102.7	14,397.00	14,795.94	14,397.00	14,795.94
-05		1321	PERSONAL SERVICES, PROFESSIONAL	100.4	15,694.00	15,762.90	15,694.00	15,762.90
-05		1322	PERSONAL SERVICES, AIDES	368.5	1,340.00	4,937.98	1,340.00	4,937.98
-05		1326	SUPPLIES AND MATERIALS		1,000.00	.00	1,000.00	.00
-05		1331	PERSONAL SERVICES, PROFESSIONAL	101.2	25,979.00	26,306.09	25,979.00	26,306.09
-05		1336	SUPPLIES AND MATERIALS	32.1	3,500.00	1,126.62	3,500.00	1,126.62
-05	S	1339	OTHER EXPENSES		.00	188.27	.00	188.27
-05		1341	PERSONAL SERVICES, PROFESSIONAL	104.2	25,671.00	26,762.57	25,671.00	26,962.57
-05		1344	TRAVEL		.00	506.26	.00	1,098.24
-05		1345	SUPPLIES AND MATERIALS	6.2	19,500.00	1,222.94	19,500.00	1,222.94
-05	S	1349	OTHER EXPENSES		.00	1,180.87	.00	1,180.87
-05		1361	PERSONAL SERVICES, PROFESSIONAL	102.5	25,762.00	26,416.78	25,762.00	26,416.78
-05		1366	SUPPLIES AND MATERIALS	162.9	1,000.00	1,629.41	1,000.00	1,629.41
-05	S	1369	OTHER EXPENSES	114.4	13,000.00	14,882.34	13,000.00	14,294.69
-05		1407	BOOKS		.00	299.00	.00	299.00
-05		1421	PERSONAL SERVICES, PROFESSIONAL		.00	200.00	.00	200.00

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REPORT ON OPERATING BUDGET

AS OF DATE 06/31/
ORGANIZATION - ACTIVITY 404 17

FUND NO & PROG COST ITEM ORGN CODE ACCT	DESCRIPTION	COMP	CY PROGRAMMED	CY TO DATE	PROGRAMMED	TO DATE
		OBLIGATIONS			COST	
-05	1434 TRAVEL		.00	795.58	.00	795.58
-05	1475 PUBLICATIONS		.00	400.00	.00	400.00
-05	1511 CONTRACT OPERATIONS		5,120.00	.00	5,120.00	.00
-05	1613 LAUNDRY SUPPLIES AND SERVICES		.00	5,126.00	.00	5,126.00
-05	1701 PERSONAL SERVICES, SUPERVISION, PREPARA	103.9	17,435.00	18,126.47	34,674.00	.00
-05	1706 TRAVEL		.00	168.67	17,435.00	18,126.47
-05	1708 SUPPLIES AND MATERIALS		.00	83.40	.00	168.67
-05	1710 FOOD		.00	14,606.51	.00	83.40
-05	1801 PERSONAL SERVICES	98.6	14,800.00	11,423.60	14,800.00	16,343.11
-05	1806 SUPPLIES + MATERIALS	124.3	9,185.00	7,140.97	9,185.00	11,423.63
-05	N 1810 FARES	98.2	7,265.00	1,228.92	7,265.00	15,467.59
-05	S 1883 EQUIPMENT		.00	451.22	.00	1,228.92
	9900 COMMON SERVICES CHARGE		.00	39,420.25	.00	451.22
	* TOTAL UNFUNDED		.00	.00	.00	40,217.35
	* TOTAL FUNDED	123.3	557,065.00	667,110.76	591,139.00	120.00
	**TOTAL PROGRAM	123.3	557,065.00	687,110.76	591,139.00	756,908.13
						757,108.13
	CHANGES IN SELECTED RESOURCES (+ OR -)					
	CHANGES IN RESOURCES ON HAND-STORES					.00
	NET TRANSFERS WITHOUT EXCHANGE OF FUNDS					120.00
	PRIOR FISCAL YEAR COST ADJUSTMENTS					249.18
	PRIOR FISCAL YEAR ACCRUED EXPENDITURES					79,650.35
	CHANGES IN UNDELIVERED ORDERS, CURRENT FISCAL YEAR					9,723.81
	***TOTAL CURRENT FISCAL YEAR OBLIGATIONS					687,110.76
	ALLOTMENTS + AUTHORIZATIONS					681,509.50
	-TOTAL CURRENT FISCAL YEAR OBLIGATIONS					687,110.76
	UNOBLIGATED BALANCE OF ALLOTMENTS + AUTHORIZATIONS					5,601.26
	-UNCOLLECTED ESTIMATE REIMBURSEMENTS AND RECEIPTS					.00
	UNOBLIGATED BAL. OF ALLOTMENTS + AUTHORIZED COLLECTIONS					5,601.26

+329 = 198 | 263,252

Prog 223,832

Total obl 263,252
Less Pd Ops 39,420
Sch Ops 223,832

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White Shield - FY 1974

PROCESS DATE 04/30/74 — REPORT ON OPERATING BUDGET — AS OF DATE 04/30/

AGENCY LEVEL — ORGANIZATION - ACTIVITY A04 17

LOC PRJ TRB	WORK ORDR	PSOC CODE	COST ACCT	DESCRIPTION	%OBLI COMP	OBLIGATIONS CY PROGRAMMED	OBLIGATIONS CY TO DATE	COST PROGRAMMED	COST TO DATE
-01			0210	STUDENT GRANTS	87.5	253,300.00	221,644.48	253,300.00	221,644.48
-01			1221	PERSONAL SERVICES	82.2	34,933.00	28,714.56	34,933.00	28,714.56
-01			1224	TRAVEL	102.3	3,000.00	3,086.14	3,000.00	3,037.48
-01			1229	OTHER EXPENSES	173.3	1,000.00	1,733.69	1,000.00	1,496.55
-01			1421	PERSONAL SERVICES, PROFESSIONAL	85.5	17,446.00	14,925.38	17,446.00	14,925.38
-01			1424	TRAVEL		.00	7.07	.00	7.07
-01			1711	PERSONAL SERVICES, SUPERVISION, PREPARA		.00	403.20	.00	403.20
-01			1806	SUPPLIES + MATERIALS		.00	.00	.00	25.00
-01			1826	CONTRACT PAYMENTS		.00	16.30	.00	16.30
-01			1918	EQUIPMENT		.00	13,000.00	.00	.00
-01	3001		1229	OTHER EXPENSES		.00	.00	.00	71.59
-03			1224	TRAVEL		.00	.00	.00	15.41
-03			1229	OTHER EXPENSES		.00	110.72	.00	.50
-03			1339	OTHER EXPENSES	100.0	100,000.00	100,500.00	100,000.00	73,001.93
-03			1504	TRAVEL EMPLOYEES		.00	12.99	.00	12.99
-03			1505	TRAVEL, STUDENTS		.00	5.00	.00	5.00
-03			1611	CONTRACT OPERATIONS	100.0	5,900.00	5,900.00	5,900.00	4,486.70
-03			1711	PERSONAL SERVICES, SUPERVISION, PREPARA	87.0	18,769.00	16,388.51	18,769.00	16,388.51
-03			1726	SUPPLIES AND MATERIALS		.00	139.58	.00	139.58
-03			1810	FOOD	85.2	20,070.00	17,099.15	20,070.00	9,927.98
-03			1821	PERSONAL SERVICES	72.5	12,126.00	8,800.49	12,126.00	8,800.49
-03			1823	CONTRACT PAYMENTS, OTHER	100.0	7,000.00	7,000.00	7,000.00	6,038.37
-03			1906	SUPPLIES + MATERIALS	89.5	7,600.00	6,804.54	7,600.00	2,424.72
-03			1924	CONTRACT PAYMENTS		.00	511.10	.00	511.10
-04			1229	OTHER EXPENSES		.00	41.28	.00	41.28
-04			1234	TRAVEL		.00	420.85	.00	226.85
-04			1239	OTHER EXPENSES		.00	334.14	.00	353.72
-04			1331	PERSONAL SERVICES, PROFESSIONAL	82.8	30,892.00	25,521.51	30,892.00	25,521.51
-04			1334	TRAVEL		.00	.00	.00	205.76
-04			1335	SUPPLIES AND MATERIALS	79.5	2,800.00	1,391.44	2,800.00	475.35
-04			1337	TEXTBOOKS		.00	.00	.00	1,149.17
-04			1339	OTHER EXPENSES	103.5	14,000.00	14,500.00	14,000.00	14,000.00
-04			1511	CONTRACT OPERATIONS	100.0	2,430.00	2,430.00	2,430.00	1,730.00
-04			1711	PERSONAL SERVICES, SUPERVISION, PREPARA	83.7	10,661.00	8,925.19	10,661.00	8,925.19
-04			1710	FOOD	116.8	6,390.00	7,463.48	6,390.00	6,807.73
-04			1801	PERSONAL SERVICES	78.5	5,565.00	4,372.74	5,565.00	4,372.74
-04			1813	CONTRACT PAYMENTS, OTHER	100.0	3,500.00	3,500.00	3,500.00	3,500.00
-04			1804	TRAVEL		4,400.00	.00	4,400.00	.00
-04			1806	SUPPLIES + MATERIALS	208.8	500.00	1,643.98	500.00	571.02
-04			1229	OTHER EXPENSES		.00	396.48	.00	396.13
-05			1231	PERSONAL SERVICES	85.6	27,871.00	23,883.60	27,871.00	23,883.60

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PROCESS DATE 04/30/74 — REPORT ON OPERATING BUDGET — AS OF DATE 03/30/

AGENCY LEVEL — ORGANIZATION - ACTIVITY 404 17

LOC

PROJ PROG PSSO COST THROUGH CODE	ACCT	DESCRIPTION	%OBL COM	OBLIGATIONS CY PROGRAMMED	OBLIGATIONS CY TO DATE	COST PROGRAMMED	COST TO DATE
-05 Supvr.	13-1	PERSONAL SERVICES, PROFESSIONAL	79.9	16,933.00	13,533.54	16,933.00	13,533.54
-05 Ref. Instr	1321	PERSONAL SERVICES, PROFESSIONAL	62.9	12,775.00	8,046.42	12,775.00	9,291.94
-05	1322	PERSONAL SERVICES, AIDES	5.6	8,326.00	469.44	8,326.00	469.44
-05	1323	PERSONAL SERVICES, OTHER		4,200.00CR	.00	4,200.00CR	.00
-05 Elem Instr	1341	PERSONAL SERVICES, PROFESSIONAL	128.0	26,535.00	33,968.81	26,535.00	33,968.81
-05	1345	SUPPLIES AND MATERIALS	61.7	1,500.00	925.53	1,500.00	62.63
-05 Sp Acad Instr	1341	PERSONAL SERVICES, PROFESSIONAL	94.1	24,314.00	22,885.37	24,314.00	22,885.37
-05	1344	TRAVEL		.00	577.42	.00	577.42
-05	1345	SUPPLIES AND MATERIALS	93.4	1,500.00	1,400.96	1,500.00	1,324.10
-05	1349	OTHER EXPENSES		.00	982.30	.00	982.30
-05 Sp Voc Ed Instr	1351	PERSONAL SERVICES, PROFESSIONAL	80.0	31,125.00	24,901.19	31,125.00	24,901.19
-05	1354	TRAVEL		.00	1,101.20	.00	1,101.20
-05	1359	OTHER EXPENSES		.00	895.23	.00	779.99
-05 Guidance	1421	PERSONAL SERVICES, PROFESSIONAL		14,186.00	.00	14,186.00	.00
-05 Summer Prog	1511	CONTRACT OPERATIONS	100.1	5,120.00	5,126.00	5,120.00	3,415.00
-05 Adm Support	17-1	PERSONAL SERVICES, SUPERVISION, PREPARA	106.4	17,545.00	18,683.95	17,545.00	19,751.55
-05	17-5	SUPPLIES AND MATERIALS		.00	225.53	.00	207.13
-05	171	FOOD	90.9	17,830.00	16,216.40	17,830.00	12,297.99
-05 Pupil Transp	18-1	PERSONAL SERVICES	97.9	12,449.00	12,188.55	12,449.00	12,188.85
-05	18-5	SUPPLIES & MATERIALS	82.4	8,765.00	7,222.37	8,765.00	4,403.00
-05	18-8	EQUIPMENT		12,000.00	.00	12,000.00	.00
-05 42-1	18-1	PERSONAL SERVICES		.00	14.81	.00	14.81
**TOTAL PROGRAM			89.1	796,055.00	709,992.81	796,055.00	645,695.99

Encumbered Year Open

CHANGES IN SELECTED RESOURCES (+ OR -)		12,600	
CHANGES IN RESOURCES ON HAND-STORES			.00
NET TRANSFERS WITHOUT EXCHANGE OF FUNDS		30,700	.00
PRIOR FISCAL YEAR COST ADJUSTMENTS			.00
PRIOR FISCAL YEAR ACCRUED EXPENDITURES		235,735	40.40
CHANGES IN UNDELIVERED ORDERS, CURRENT FISCAL YEAR			4,647.44
**TOTAL CURRENT FISCAL YEAR OBLIGATIONS			68,893.86
			709,992.81

ALLOTMENTS + AUTHORIZATIONS	
-TOTAL CURRENT FISCAL YEAR OBLIGATIONS	796,055.00
UNOBLIGATED BALANCE OF ALLOTMENTS + AUTHORIZATIONS	709,992.81
UNCOLLECTED ESTIMATE REIMBURSEMENTS AND RECEIPTS	86,063.19
UNOBLIGATED BAL OF ALLOTMENTS + AUTHORIZED COLLECTIONS	.00
	86,063.19

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Plant Management Costs

Fort Berthold - Whiteshield

Repair & Maintenance (1870)

	FY-72	FY-73	FY-74 Est.	FY-75 Est.
AGENCY TOTAL	178,812	160,759	115,300	174,600
Whiteshield	27,965	23,294	19,800	29,700

Plant Operations (1898)

AGENCY TOTAL	169,106	175,053	184,400	176,100
Whiteshield	45,818	44,699	55,300	52,800

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Plant Management Costs
Fort Berthold - White Shield

APPENDIX L

Not Included in Original
Document

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White Shield School Enrollment

APPENDIX M

pps. 134 through 137 deleted because of illegibility

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White Shield School Enrollment,
1973-74

APPENDIX N

pp. 138 through 141 deleted because of illegibility

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Public School District Budget and Tax Levy, White Shield

APPENDIX O

pps 142 and 143 deleted because of illegibility

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ON-SITE VISITATION REPORT
WHITE SHIELD SCHOOL
WHITE SHIELD, NORTH DAKOTA

REPORT PREPARED

BY

DIVISION OF PROGRAM REVIEW AND EVALUATION

INDIAN EDUCATION RESOURCES CENTER

ALBUQUERQUE, NEW MEXICO 87103

APRIL 1974

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ON-SITE VISITATION REPORT
White Shield School
White Shield, North Dakota
April 1974

Introduction

In response to a request for assistance with a school program evaluation process by the White Shield community representatives through their Tribal Education Committee, the initial developmental work was begun April 18-19, 1974, by the Division of Program Review and Evaluation (BIA) of Albuquerque, New Mexico. A representative of the Evaluation Division conducted an on-site visitation to observe and confer with school officials that included the Aberdeen Area Office, Fort Berthold Agency in Newtown, North Dakota, and the White Shield School administrators. In addition to conferring with school officials, members of various community organizations included were: Parent/Student Committee, Tribal Education Committee, White Shield Community, Title I and Title IV Committees, student body representatives, and the school teaching staff (See Appendix A for listing).

During the two-day visit by Dr. Eugene Leitka, the groups mentioned were given the opportunity to suggest and recommend what should be included in the White Shield School evaluation. Comments contributed were utilized to form the general parameters of the evaluation that included:

(1) Community-School Relations

(2) Curricula Improvement

(3) Instructional Program

(4) Student Failure

(5) Student Dropout Rate

(6) Title Programs Effectiveness

(7) Equal Representation of Indians on School Board

(8) Examination of Co-Op Agreement Between BIA and District No. 85

Fort Berthold Agency

Agency response to the visit provided some information related to the causal factors underlying the problems that came to surface at White Shield. As reported, there have been, in the past, problems arising periodically as the community adjusted to a new administration at the school. People in the community have also had to make new adjustments from being dislocated from their original homesites to new homesites because of a construction of a dam that placed much of their property under water. The relocation of these families placed many of them out of their original nucleus clanmanship or out of an area of kinship environment. The dispersement of families, friends, kinship, and clan relations has had a disorienting effect upon a segment of the population that has sporadically given rise to a degree of discontentment and incohesiveness among the residents in and around White Shield community.

Outside Agitators

Reports point out problems or unrest in the community also stemming from "outsiders" coming in to "stir up trouble." No reports were given as to who those "outsiders" might be, but nevertheless, they have had some impact upon some members of the community.

Student Rights

The question of students' constitutional rights and the violations of them were mentioned as a possible source for some of the problems. It is not being suggested here that those rights of the students were violated. It was only mentioned that this could be one of the issues facing the school system. There seems to be variety of questions that relate to whether the school administration should adhere to guidelines established by BIA or those by the State and the school district. Obviously, clarifications along these lines were a necessity, if not the greatest importance.

Jurisdictional Boundaries

There exists some legal questions concerning district boundaries that encompass parts of the Indian reservation(s) in, near, and around the White Shield School District. It was mentioned by Agency Personnel that this particular matter may have to be referred to the Solicitor for clarification. The districting problem seems to affect the question of school board representation on the part of Indian people.

Tribal Education Committee

A representative from the Tribal Education Committee, quite emphatically, pointed to the Principal of the White Shield School as the central figure in the problems at the school. The problems arising out of the school was not necessarily the result of inefficiency but the lack of administering the school on a cooperative basis, as the agreement ment so specifies. As reported, the principal adheres only to

those guidelines set forth by District No. 85 and those established by BIA for the Indians were ignored. The report went on to say that Indian students were expelled with complete disregard of BIA guidelines that protect Indians. The Committee member went on to state that the current Indian members on the school board have no children of their own in the school, consequently, could not care very much about the school program or represent the true feelings of the parents in the community.

School Board Election

Various sources reported that school board elections were climaxed with scare tactics being utilized. Reports point out that BIA employees at the school were intimidated to vote against "our All-Indian School Board." They were headed for an eventual termination and that the school would become a public school and they would lose their civil service status. Several Indians voted against an all-Indian Board for fear of losing their jobs.

Teacher Qualification

The Tribal Education Committee member also mentioned that there are some teachers at White Shield who are teaching elementary and have a degree in some other field. As an example, a Physical Education major is teaching elementary. The evaluation should include an examination of teacher qualifications and their assignments.

The Committee member also reported some issues arising out of the administration of Title I funds. He felt that the Indians were used as a

"rubber stamp" to get funds. The Indians never knew how the money was spent, or, for what it was pent. The school administrator should report to the people as to how, why, and for what the monies are spent.

Indian Involvement

"We are, told," as related by the Education Committee member, "to get involved in school and community affairs and when we do, we are told, we can't do this, we can't do that. This becomes very confusing for most Indians in the community. As a result, many of the parents do not take interest over things they feel they have no control.

WHITE SHIELD COMMUNITY

Approximately 16 persons were present at this meeting with the community representatives included chairpersons of other organizations and school oriented committees. A school board member was also present (See Appendix A).

School Problems

As related, che problems that become acute and emerge as problems begin or arise out of the failure of the school administrator to solve them through conferring with the school board and with parents.

Several persons agreed that young people who have attended White Shield have experienced early failure in college. The parents felt the high school program and teachers did not prepare the young people adequately to remain or even enter college. Three parents reported they do not let their children attend White Shield because they are afraid they will not get a good background. One year, as reported, 48 school children from White Shield community attended school elsewhere because the parents and the children felt they were not welcomed at their own community school. The following is, in part, comments made by an Indian School member.

> "Couple of years ago, we set up our own school board (all Indian) and somebody along the line played politics and our own Indian People knocked down our Indian School Board during the last election."
>
> "The Indians got to the point now that they don't care about things going on in this community because they can't do anything about them. I feel the old style Indian school were much better than what we have now..."

> "The school administrator and the Title IV Committee worked on a proposal and completed it but the administrator sent it in too late and we lost thousands of dollars that we could have used to improve the program at this school. We heard that the Superintendent had said, 'If the program under Title IV doesn't include non-Indians, then, I don't want it at our school.' The Board approved it but it was too late in arriving in D. C. We feel that it was done purposely. The Indians (168) outnumber the non-Indians (117) at this school and the special help they could have gotten from Title IV would have really been helpful for the Indian students and the whole school. Many parents are sending their children to other schools when we have one in the community... This is not right at all."

Other parents reported driving 30 miles, one way, to other schools because they felt White Shield could not offer the background their children needed. Many felt the teacher attitude at White Shield toward Indians was damaging to the future of the students who were in high school, because their grades are important when they attempt to enroll in a college.

Many felt an evaluation should include the Administration of the Title Programs and Their Objectives along with the Parent Council involvement. It was felt that the Title Programs have been ineffective inasfar as what they were intended to do.

Student Discipline

According to some of the parents, the school administration favors the teachers in situations where students could be right. Students viewpoints are ignored and teachers (some) have habits of making the students feel ignorant or worthless. One parent said her kids didn't

know what prejudice was until they enrolled in White Shield School because they had been away from the community working in another state.

Library

Library rules appear to be too restrictive from the viewpoints of parents. Children are only allowed books that are thought to be in their grade level and they cannot check out anything else beyond that. Students are made to wash their hands before using library books. If a student has a book overdue or loses a book, his grade level drops.

Counseling

Parents reported that to get counseling for their children, they first had to go to the Superintendent and that he had to clear all counseling conducted by the counselor. The counselor had told a parent, "I just can't counsel any student, I must go through Mr. Bicknese." A particular problem facing an Indian student concerned a teacher so the teacher had already had signatures of witnesses so "my boy and myself didn't have much of a chance."

Review Panel

A panel of teachers, referred to as "Review Board" by the parents, exist in the school but they don't know who is on this board. This panel is given the duties of reviewing discipline cases and submits recommendations whether a student should be suspended, expelled or what other disciplinary measure should be imposed.

The reports went on to point out that in many situations, when it comes to handling discipline cases and other matters pertaining to the school, the Superintendent uses the District to fight BIA and if he needs to fight the district, he uses BIA.

Self-esteem

It was believed that most Indian employees at the school, who are cooks, janitors, and other less than professional positions, had a very low morale and had a negative self-image. Students too, are believed to be experiencing this because there is a lack of enough models in the school. Parents also believed that courses that would offer image building for the Indian students is highly desireable.

Contracting

A school board member (Indian) stated: "We may want to evaluate in terms of contracting or funding through other measures for the school to move toward Indian control. As long as the person who is administering the school is in there... he is in command and we can't do anything. They tell us to get involved and when we try, they don't listen to us." Earlier in the year, it was reported that a resolution was drawn up that outlined possible alternatives directed towards contracting but a petition opposing it was circulated and the interest diminished.

Hiring Practices

When teaching positions become available, they are, "never announced officially," as reported by the community representatives. The un-

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announced positions are filled with people the administration knows and wants to hire. The community people report that the district is slowly taking over the positions in the school. "The cafeteria is slowly slipping over to the district."

Student Viewpoints

Student viewpoints on the evaluation of the school were more directly related to the curricula. It was a consensus agreement that in some classes, discipline or behavior problems definitely deterred teachers from being effective and students from getting much benefit from the classes. One particular class was pointed out as a reference in which all students agreed that discipline problems did exist. A more flexible course requirements is particularly in Home Economics. The girls thought they should be allowed to enroll in courses that would be much more relevant to their career pursuit and be able to take some courses through correspondence. Speech Courses were suggested to be in demand.

Majority of those present thought a good speech program was needed because they felt they were not getting the background they will need in college. English Theme Writing was also considered a must for all high school Juniors and Seniors. They felt that these areas were prerequisities to passing the Freshmen year in college.

Indian students felt they needed more exposure to outside skills, trades, professions, and other educational opportunities so that they could better decide what they would like to do as a career. They felt their aspirations were at a low level because of being isolated.

TEACHER STAFF

A need, pointed out by the staff, is an enforcement of the discipline problems in school. The staff believed that outside forces were influencing the Indian People in the community, including students, to cause the unrest. Majority of the teachers, that expressed their opinions said they always had a good working relationships with parents and other community people. Few of them said a clarification was needed relative to student rights and responsibilities in the White Shield School system. Many teachers felt there were no better schools nearby in terms of facilities and instructional program for the students. Some teachers believed a liaison person to work between the community and the school was needed to facilitate communications and to help both sides to have a better understanding of the school program and the community needs.

Attendance was thought to be a factor in determining low grades for some of the students. Too many absences and no make-up work caused grades to drop.

A course on American Indian was offered at White Shield but there was a lack of interest on the part of Indian students and the course was discontinued.

SCHOOL BOARD

The general feeling among school board members was that the evaluation should include all students and the total program that it not be directed a certain ethnic group or a certain aspect of the total program. The board members were aware that the Indian people have asked continuously for Indian related courses as an enrichment. Board members also agreed that the Indian people have also asked for equal representation on the school board. They have elected Phil Ross (Indian) and Mr. Shatler (non-Indian) who is married to an Indian. The Indian people thought Mr. Shatler would represent them as well as any other Indian. District planning was to have sub-divided the Sigler Township in order to create more representatives for the Indians but the division process never materialized. The local people, as related by the board members, would like the school to remain as it is, under cooperative agreement plan. If the school should revert back to BIA, there would be many non-Indian students who would have to ride the bus 60 miles a day. Nearby schools would be at Garrison and Parshall.

Board members agreed that friction does not seem to be among the students but usually is generated by the parents.

One board member was concerned with alternative activities for students who do not possess the ability to join organized athletic programs. It was felt these students are deprived of extra curricular activities simply because they were not "good enough" to make a ball team for the school. Particularly, the girls were thought to be lacking alternative options to participate.

INDIVIDUAL PARENT REPORT

This individual parent made extreme efforts to being heard relative to problems that had been encountered by his family with the White Shield School system. It was felt that a great part of his comments should be related here in order for the evaluators to determine for themselves whether this is an example of what to expect or that it could be an isolated problem experienced by one individual family.

> "I have a boy in school in White Shield and he has been failing in school according to his last two report cards. He can read but they tell him at school he can't read. We tried to get extra help for him at school but we never could get it for him. My daughter got an F on a report card and she wanted to make it up but they wouldn't let her. She was an honor student before all of this happened to her... that teacher is gone now. Indian students just do not get the help they need from the teachers. I have often expressed to the school people that if they don't like Indians they should not be here. I also have reasons to believe that money is being mis-used under the Title Programs. They never informed the people for what and how much money was spent. I feel that there are Indian teachers at this school who will not help the Indians. I believe many parents know that teachers ignore the help needed by the Indian students. Problems are taken to the principal and then taken to the Agency in New Town and nothing is ever done about them."

SUMMARY

The general conclusions of the information gathered from the representative segments of the community people of White Shield indicates that an evaluation of the school program is welcomed and that majority of them are hopeful that the assessment will be primarily to improve the existing program

The students expressed their desires to see a more flexible course requirements and for the administration to take a firmer stand on student discipline. Teachers felt, also, a need for a clarification relative to where the authority lies concerning discipline of the students both Indian and non-Indian, whether it rests with BIA guidelines or the school district. Parents made it clear that a close evaluation of the school program is urgently needed relative to: Indian student DROPOUT, FAILURE, and the general apathy toward school by the Indian students. The school board members feel there is room for improvement within the school program in terms of a wider offerings in the extra-curricular activities and special courses that relates positively to the Indian segment of student population.

After analyzing the comments, suggestions, and recommendations contributed by the people of White Shield, the general parameters of the assessment concentrate themselves within six categories.

1. School Administration and Supervision
   (Local, Agency, Area Offices)
2. Curriculum
   (course offerings and related activities)

3. Instructional Program
   (Teacher: Effectiveness, Competency, etc.)

4. Interrelationship

5. Examination of Co-Op Agreement
   (Authority, Jurisdiction, Representation, etc.)

6. Fiscal
   (Operating Budget, cost per student, etc.)

Within the scope, as outlined above, the representative Indian people of White Shield agreed that the evaluation should place particular emphasis on Indian student FAILURE, Indian student DROPOUT CAUSES, and the general feeling among Indian students of being ALIENTED by the school.

Evaluator

It has been agreed that an independent agent would conduct the evaluation activity with close coordiantion from the Division of Program Review and Evaluation. This approach was acceptable to all parties interviewed at White Shield. The thought prevailed that an independent agent would be less likely to be viewed as being biased in a situation, such as White Shield, where a school is operated under a cooperative agreement between a state school district and the Bureau of Indian Affairs.

Dr. Eugene Leitka, representing the Division of Program Review and Evaluation is to meet with an independent evaluator (May 1, 1974) to initiate the formal contracting and shortly thereafter the evaluation should begin early May 1974.

WHITE SHIELD SCHOOL EVALUATION
White Shield, North Dakota

A representative of the Division of Program Review and Evaluation (BIA) of Albuquerque, New Mexico, interviewed various members of the White Shield, North Dakota, community relative to a request for a program evaluation of White Shield School. The on-site visit was conducted on April 18-19, 1974. The groups and various community representatives were as follows:

FORT BERTHOLD AGENCY
Richard Whitesell, Education Programs Administration
John Deanks, Agency Administrative Officer
Anson Baker, Agency Superintendent
Jack Keehn, Reservation Programs Officer
Sylvester Gorres, Social Services Administrator
Thomas Eagle, Tribal Education Committee Chairman

WHITE SHIELD COMMUNITY
Phillip Ross, White Shield School Board Member
Grace Henry, Chairwoman, Title I Program
Shirley White, Chairwoman, Title IV, Parent/Student Committee
Wesley Duane Fox, White Shield Community President
Vance Gillette, Student Intern, North Dakota University
Mrs. Bill Shatler, Wife of School Board Member
Sam Myers, Vice President, White Shield Community Organization
*Eight other members were present at this meeting

WHITE SHIELD HIGH SCHOOL STUDENTS
Tracy Packineau, Vice Chairman, Student/Parent Committee
*Eighteen other students were present for this meeting.
Members of the Student Council and other selected representatives.

WHITE SHIELD SCHOOL STAFF
Fourteen teachers were present for this meeting.

WHITE SHIELD SCHOOL ADMINISTRATIVE PERSONNEL
Conrad W. Bicknese, Superintendent, White Shield School
Henry Valliet, Education Program Administrator, Aberdeen Area Office
Richard Whitesell, Acting Assistant Area Director
Vernon Johnson, Teacher Supervisor, Elementary

WHITE SHIELD SCHOOL BOARD
Phillip Ross
Gordon Matheney
Mr. Lucille Nygord

COOPERATIVE SCHOOL AGREEMENT
1974-75 SCHOOL YEAR
NEW TOWN, NORTH DAKOTA 58636

THIS AGREEMENT entered into this 13th day of November, 1973 by and between the Fort Berthold Agency, hereinafter to be known as the "Agency" and the White Shield School Board, hereinafter known as the "School Board, School District #85, McLean County, North Dakota", hereinafter to be known as the "District".

IT IS AGREED AS FOLLOWS TO WIT:

1. The Agency, the School Board and the District agrees that this contract and provision thereof shall constitute an agreement for the education of approximately 223 elementary pupils and approximately 100 high school pupils of the District in the Federal Indian School and that all monies and services provided by the District for the operation of the Federal School, shall be deemed tuition payments in accordance with House Bill 685, Thirty-Eighth Legislative Assembly, North Dakota.

2. The Agency Superintendent, Education Program Administrator, and White Shield Principal representing the Agency, the School Board and the District, shall meet on or before September 1, 1974 to adopt plans for the operation of the White Shield School during the ensuing year. Such matters as personnel, curriculum, budget, enrollment and general policies to govern the process of this agreement shall be considered.

The District will also have regular meetings during the year as required by law and other special meetings as seemed necessary to discuss other operational problems as they occur.

3. The District, the School Board, and the Agency shall meet together periodically to coordinate program activities from time to time regarding school matters such as; budgets, personnel and school operating policies.

4. Each party to the agreement shall contribute financially to the cost of school operations as follows:

   (a) The Agency shall expand its funds during the fiscal year 75 according to the allotment of funds provided by the Bureau of Indian Affairs.

   (b) The School Board will be obligated through such contracts as it may enter into.

   (c) The District shall contribute a sum of not to exceed 247,215.00 (Two hundred forty seven, two hundred fifteen) Dollars. This amount will provide for the services of 14 teacher(s) and the necessary school operation costs which are determined as additional costs to the Agency incurred by the enrollment of students who are considered the responsibility of the district. For the next school year these funds will be expanded approximately as follows:

1. Teachers Salary or Salaries	$141,156.00
2. Instructional Supplies and Materials	13,600.00
3. Textbooks	1,500.00
4. Transportation	36,559.00
5. Miscellaneous	54,200.00

(d) The District will assume the responsibility for arranging for the school lunch program under the National School Lunch Act of 1946, to all students of the White Shield School. The Agency will supplement the lunch program carried on by the District so as not to decrease the services of the existing program.

5. No distinction shall be made between employees of the District, Employees of the School Board and employees of the Agency in the assignment of duties, assignment and charges of quarters, arrangements for board, salaries or other matters pertaining to employment in the White Shield School.

Provision of Executive Order No. 10925 prohibiting any discrimination against any employee or applicant for employment because of race, color, creed, or national origin shall be complied with by the Agency, District and School Board except as otherwise provided by law.

6. There shall be no distinction made between Indians and non-Indians in provisions for schooling, transportation, physical examinations, or any other matter pertaining to life and work in the White Shield School.

7. All parties to this agreement will exercise ordinary precautions to insure the safety and well-being of all children enrolled in the White Shield School, but neither shall be held, financially or otherwise, liable for any injuries, accidental or otherwise, or for any illness occurring while attending the White Shield School except as may be provided by law.

8. This agreement shall remain in force and effect during the school year 1974-75 which starts July 1, 1974 and ends June 30, 1975.

9. Renewal of this agreement shall be made, agreed upon and signed by January 15th preceding the school year this agreement is to go into effect. Should no agreement be made there will be no Cooperative Agreement for the coming school year. In accordance with Section 3737 of the Revised Statutes (Section 15, Title 41, U. S. Code) no contract made pursuant to this agreement or any interest therein shall be transferred. Any violation of this provision shall automatically terminate all obligations on the part of the United States Government thereunder.

10. No member or delegate to congress, resident commissioner, officer, agent, or other employee of the government shall be admitted to

any share or part in any contract made hereunder or derive any pecuniary benefit therefore, but this restriction shall not be construed to extend to any contract made with a corporation or company for its general benefit.

11. It is expressly agreed and stipulated by and between the parties of this agreement that it is made subject to the approval of the Agency Superintendent, Area Director of the Bureau of Indian Affairs for the Agency and by the County Superintendent of Schools for the District.

12. This agreement has been entered into by #85 District, McLean County, North Dakota, in accordance with the provisions of Section 15-40. 2-11 School Laws and House Bill 685, Thirty-Eighth Legislative Assembly of North Dakota, and by the Fort Berthold Agency, United States Department of the Interior, Bureau of Indian Affairs, in accordance with the Interior Department Appropriation Act 88th Congress.

13. School District #85, McLean County, State of North Dakota, shall have the privilege of using such portion of the White Shield School building as are needed to provide schooling for those children whom the Public School District is required to educate in accordance with the requirements for Section 15.40.2-11 School Laws of North Dakota. This permission is to use the White Shield School building shall have the same force and effect as if the

building had been leased to Public School District #85, under an agreement providing for joint use of said facilities by School District #85 and the Bureau of Indian Affairs.

#85 District
McLean County
State of North Dakota

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By: Earl Pederson
Earl Pederson, Chairman
White Shield School District #85

Date: 11/13/73

By: Anson A. Baker
Anson A. Baker, Superintendent
Fort Berthold Agency

Date: 11/15/73

Approved: Helen G. Lynne
Helen G. Lynne, County Superintendent
of Schools, McLean County

Date: 11/21/73

Approved: Peter P. Schmidt
Peter P. Schmidt, ASS'T Area Director (Educ)
Bureau of Indian Affairs, A[illegible]

Date: 11-23-73

Copies to:

District 85
County Superintendent
Educ, AAO
Education (2)

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NEEDS ASSESSMENT PLANNED AT WHITE SHIELD SCHOOL
February 12, 1974

Because of Parent and Community concerns voiced at White Shield regarding a high failure rate among the Indian students, a request was made by the Tribal Education Committee to get on the Agenda at the regular White Shield School Board meeting. This is the District #85 School Board. There is no Indian School Board.

The following people attended the meeting with the school board: Sam Meyers Sr., Community Vice Chairman; Butch Bell, CAP Aide; Jerry White, Head Start Program; Shirley White, Tribal Clerk; Becky Adamson, Coalition of Indian Control School Boards; Linda Yellow Bird, Tribal Education Secretary; Ernest Wilkinson, CAP Coordinator; Oliver Pease, School Counselor and Vance Gillette, Tribal Education Officer.

After a lengthy discussion, certain issues and recommendations were made by the Indian representatives as follows:

1. Teacher Sensitivity - the school board assume the responsibility of insuring that all personnel at White Shield are sensitive to Indian Culture. They should sponsor mini-courses or workshops and the Indian community should have a voice in the sessions.

2. Indian Representation - It was suggested that the Indian Community should elect three representatives that would attend all school board meetings and have a voice for the parents. This is as the present school board now exists.

3. Indian Board - It was suggested that an all Indian Board be elected and serve the White Shield School jointly with the present school board, thereby maintaining equal voice.

4. Student Voice - Representatives or a committee of students elected by the student body at a community meeting should have a voice on the White Shield Board.

5. School Policy - review the present school policies such as hiring procedures, suspension, discipline ...

6. Evaluation - the BIA, the school, and the Indian community will designate, the personnel retained to perform a needs-assessment evaluation of the existing school classes, teachers and program.

7. Indian Curriculum - the school board is requested to improve and increase the Indian curriculum. They can instruct the teachers where to seek and obtain adequate material. This material should meet the approval of the Indian parents.

8. Guidance Counselors - The White Shield School should provide the students with 3 counselors for the high school and 2 counselors for the grade school.

9. Student Survey - The White Shield School should survey the student's feelings and opinions concerning their classes, teachers and school.

10. Parent Committee - the Parent Committee should be granted access to study all report cards for purposes of Survey for existing program evaluations.

Finally a motion was enacted by the White Shield School Board to implement the following procedure:

> Upon request from the Indian Community Representatives and Tribal Education Committee, the White Shield School Board agrees to have an EVALUATION ON A NEEDS-ASSESSMENT SURVEY to seek ways to improve the school system. That the White Shield School District and Bureau of Indian Affairs (BIA) and the Tribal Education Committee will be in mutual agreement on the selection of the evaluators.

Therefore, plans are being made to contact people that will be involved in the evaluation. If you have any questions or comments, there will be future meetings where you should voice your needs.

****

PROGRAM NARRATIVE STATEMENT
for FY 75-76
Title IV Public Law 92 318

I. Geographic Location

The grant applied for will be used at the White Shield School, located on the eastern edge of the Fort Berthold Indian Reservation, Roseglen, North Dakota 58775. The White Shield School was constructed in 1954 and added onto in 1963 to accommodate those Indian students whose relocation was necessitated by the building of the Garrison Dam and the creation of Lake Sakakawea. It is presently being operated by a cooperative agreement between the BIA and White Shield School District #85.

II. Needs Assessment

A. Self Image

1. 23 of 51 (45%) Indian students in grades 9-12 are failing in one or more subjects as compared to 2 of 43 (5%) for the non-Indian students.

2. Through professional observation by the School Guidance Counselor, 14 (27%) of the 51 Indian students in grades 9-12 have feelings of inadequacy.

3. 21 (41%) of the 51 target students missed more than 10 days of school during the first semester of the 1973-74 school year.

4. Teacher observations record that 16 (31%) of the 51 Indian students manifest characteristics of students who think poorly of themselves.

5. 14 (27%) of the 51 Indian students in grades 9-12 scored below the 25 percentile on the SRA Achievement Test.

6. 18 (35%) of the 51 Indian students in grades 9-12 are involved in the music program, either band or chorus, as compared with 32 (74%) of the 43 non-Indian students.

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THREE AFFILIATED TRIBES

TRIBAL BUSINESS COUNCIL

FORT BERTHOLD RESERVATION

New Town, North Dakota 58763

Phone 627-4816 P. O. Box 158A

20 March 1974

BUREAU OF INDIAN AFF
RECEIVED

MAR 26 1974

DIVISION OF PROGRAM
& EVALUATION
INDIAN EDUCATION RESOURCES

Mr. Wyman Babby
Area Director
Bureau of Indian Affairs
Aberdeen Area Office
820 South Main
Aberdeen, S. D.

Dear Wyman,

This is a request for assistance in the area of school Evaluation. The local 'grass roots' people at White Shield have demanded that an evaluation be conducted at their school. This is because of high failures among the Indian students and other problems at the school. Thus, the Tribal Education Committee of the Three Affiliated Tribes is responding and is involved in arranging the above. At this time, we are seeking your input and qualified evaluators to be part of a team that will conduct an on-site evaluation next month.

By way of explanation, the White Shield Bureau of Indian Affairs school is run by the local non-Indian District School Board # 85 by a "Co-operative Agreement." The enrollment is near 300, one half of which are Arickara, Hidatsa and Mandan Indian students.

Furthermore, last year, due to local politics and pressure, the local Indian Advisory Board was abolished (existence - 7 months). The local people were told that they would eventually be terminated from the Bureau of Indian Affairs if they went along with the Indian Board. Also, the local Indian BIA employees feared for their 'benefits.' On top of this was the local non-Indians who wanted to retain control. Finally, there was a petition and resultant referendum which the Tribal Education Committee sanctioned at that time. The vote abolished the Board 40 to 26 (less than ½ the eligible voter). In summary, through misinformation on the part of the people and their leaders- with a little push by the local non-Indians, we have another case of "self determination" - in reverse.

Other background information is enclosed which will bring you up to date on this years' activities and results. Also, it may give you further insight into the every day life of the community and students at White Shield.

The local BIA education staff are moving with their customary routine speed and have yet to react to the above concerns voiced (see attached Feb. 12 school board meeting) by the Indian community and students. In addition, the Tribal Education Committee has also contacted the BIA Commissioner Thompson (Senators, et al) on the above system, but to this date we have not recieved a reply.

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One month ago, the Tribal Education Committee brought in professional consultants to make up a study about "Attitutudes and Organizational Climate" for the White Shield School. This study is designed to assess the climate of the school as it relates to students, parents, school personnel, and the community. At the March 12 School Board meeting, we (Tribal Education, consultants, Indian people) presented the study. The White Shield School Board approved it at that time. However, with a clause that it was subject to BIA approval. The reasoning behind the research instrument is that we could have factual data. Also, it would be an excellent reference for the Evaluation Team who would be selected.

Now, at this time, the local BIA (Principal, Education Program Officer, etc) are presently "studying" the research instrument to see if it meets their "criteria" and dis/approval. However, working through the red tape, and the bureaucracy takes it's toll on human costs, patience, and time. It was hoped that this study would have been completed in March. Naturally, the entire cost(s) of the above has to be footed by the Tribal Education Committee since the District or local BIA evidently don't see the need for said evaluation since they are contributing no funds to the project.

Finally, we are in the need of good education evaluators. Preferable would be people with experience in native American or bi-cultural education. The local District and BIA are looking to the State Department of Public Instruction for assistance. We do not object to this. Yet, it seems evident that if they had expertise and an effective system, we would not be having this high failure rate, alienation, and push-outs that are occuring in the White Shield School right now.

Please let us know what your thoughts are on the above data. If you, or someone you can recommend can help us, we would surely appreciate it.

Sincerely,

Tracy Packineau Jr., Student, Senior
Vice-Chairman, Parent/Student Committee

Thomas Eagle Jr.
Chairman, Tribal Education Committee

Wesley Duane Fox
White Shield Community President

Mrs. Grace Henry
Chairwoman, Title I Program

Mrs. Shirley White
Chairwoman, Title IV Parent/Student Comm.

cc: listing pages 3 & 4

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United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
WASHINGTON, D.C. 20242

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APR 17 1974

ALBUQUERQUE
INDIAN EDUCATION RESOURCES CENTER

APR 15 1974

Honorable Lloyd Meeds
Chairman, Subcommittee on
Indian Affairs
Committee on Interior and
Insular Affairs
House of Representatives
Washington, D. C. 20515

Dear Mr. Meeds:

This will acknowledge your letter of March 27 on behalf of the Parent/Student Committee on White Shield School in North Dakota who are requesting an evaluation of the White Shield School.

We are looking into this matter and will be in touch with you again as soon as a report is received.

Sincerely yours,

(Sgd) Morris Thompson

Commissioner of Indian Affairs

Enclosures

ADM. IERC, PREPARE REPLY FOR & 100 SIGN.
ABERDEEN A.O. - SUBMIT REPORT TO IERC.

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COMMITTEE ON INTERIOR AND INSULAR AFFAIRS
U.S. House of Representatives
WASHINGTON, D.C. 20515

March 27, 1974

BIENVENIDO MACARIAS
STAFF DIRECTOR AND CLERK

LEWIS A. SIGLER
GENERAL COUNSEL

CHARLES LEPPERT, JR.
MINORITY COUNSEL

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6413

Ms. Marie Monsen
Division of Evaluation
Bureau of Indian Affairs
1951 Constitution Avenue, N.W., Room 120
Washington, D.C. 20240

Dear Ms. Monsen:

I have received the attached copy of a letter from the Parent/Student Committee of White Shield school in North Dakota to Wyman Babby, Area Director of the Aberdeen office. The Parent/Student Committee is requesting a qualified evaluator to be part of a team to evaluate the White Shield school. I understand that the school is a joint BIA-local school district venture.

The statistics and facts presented with this letter are very disturbing. For example, in this school district 45% of the Indian children are failing in at least one subject; 41% missed more than 10 days of school in the first semester; 31% manifest characteristics of students who think poorly of themselves. At least one-half of the student body in the school is Indian. Yet, there is no Indian representation on the school board, and through misinformation and misunderstanding, the local Indian Advisory board was recently abolished.

The local Tribal Education Committee recently commissioned a study on the local school district. This study is being paid for entirely by the tribe. I understand that the BIA is now "studying" the study to determine whether a formal BIA evaluation is needed. It seems very clear to me that something is very wrong in the school system, and that the Bureau should assist in every way possible to correct these deficiencies.

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I strongly urge that the BIA send an education evaluator to assist the tribe and the school district with their problem. Also, could you explore the possibility of funding the study venture with the tribe?

Thank you for whatever assistance you can render in this situation.

Sincerely,

Lloyd Meeds
Chairman
Indian Affairs Subcommittee

LM:bas
Enclosure

cc: Tracy Packineau, Jr., Vice-Chairman, Student/Parent Committee
Thomas Eagle, Jr., Chairman, Tribal Education Committee
Wesley Duane Fox, White Shield Community President
Mrs. Grace Henry, Chairwoman, Title I Program
Mrs. Shirley White, Chairwoman, Title IV Parent/Student Committee

1. Tracy Packineau Vice Chairman student/Parent Committee
2. Thomas Eagle Chairman, Tribal Education Committee
3. Wesley Duane Fox, White Shield Community President
4. Grace Henry, Chairwoman, Title I Program I
5. Shirley White, Chairwoman, Title IV Parent/student Committee (IV)

State Title I = 3

United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
ABERDEEN AREA OFFICE
820 SOUTH MAIN
ABERDEEN, SOUTH DAKOTA 57401

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IN REPLY REFER TO:
Education

APR 25 1974

Memorandum

To: Administrator, Indian Education Resources Center
Albuquerque, New Mexico

From: Office of the Area Director

Subject: BCCO 6413

On April 11, 1974, the Acting Director, Educational Services, met with the following group:

1. Mr. Anson Baker, Superintendent, Fort Berthold Agency
2. Mr. Henry Ballict, Education Program Admin., Ft. Berthold
3. Mr. Dave Meyers, Admin. Officer, Fort Berthold Tribal Council
4. Mr. Matheny, Board Member, School District #85
5. Mr. Vance Gillette, Graduate Student, University of N. D.
6. Mrs. Shirley White, Parent, White Shield Community
7. Ms. Becky Adamson, Field Trainer, Coalition of Indian School Boards

This meeting was held with all the interested parties to attempt to discuss the need for a school evaluation. It was hoped that a meeting of this type could result in the identification of the problems and the possible negotiations for a solution. This attempt at arriving at an agreeable solution to the problem was not successful and all parties concerned felt that an evaluation was needed.

We have since been in contact with Mr. Tom Hopkins, of your office, for technical assistance in providing an impartial and valid evaluation at the White Shield School. It had been suggested that the evaluation be contracted to the National Indian Training and Research Center at Tempe, Arizona. This office is in favor of this approach and the interested parties at Fort Berthold have also agreed to this.

Dr. Gene Litka of your office and the Acting Director of Educational Services, Aberdeen Area Office, conducted and on-site visitation on April 18, 1974 and drew up the parameters for this evaluation.

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It is hoped that the procedures for the evaluation and the negotiation of a contract can be completed by April 26, 1974 and that NITRIC will have the evaluation completed no later than May 10, 1974.

(Sgd.) Alfred DuBray

Area Director